



US Army Corps
of Engineers
Savannah District

Georgia, South Carolina and North Carolina

Solicitation Number
DACA21-02-R-0025
IDIQ Construction/Design Build Contract
FY-02, Line Item 2067000
April 2002

**THIS SOLICITATION IS UNRESTRICTED PURSUANT TO THE
"BUSINESS OPPORTUNITY DEVELOPMENT REFORM ACT OF 1988"
(PUBLIC LAW 100-656)**

**U.S. ARMY ENGINEER DISTRICT, SAVANNAH
CORPS OF ENGINEERS
100 WEST OGLETHORPE AVENUE
SAVANNAH, GEORGIA 31401-3640**

NOTICE TO BIDDERS

1. CLAUSE 52.214-4001(c) "FACSIMILE MODIFICATION OF BIDS" NOW CONTAINS THE FOLLOWING LANGUAGE:

ALL FACSIMILE BID MODIFICATIONS SHALL CONTAIN A COMPLETED BID SCHEDULE. THE SPACES SHALL BE FILLED IN FOR UNIT PRICES, EXTENDED PRICES AND TOTAL BID PRICE.

2. For those contracts over \$1,000,000 a SUBCONTRACTING PLAN is required of the successful LARGE BUSINESS bidder/offeror. LARGE BUSINESS bidders/offerors should submit this plan with the bid/offer. This requirement shall be one of the elements addressed by the Contracting Officer in determination of Contractor responsibility prior to award of a contract.

3. SMALL BUSINESSES are exempt from the requirement to submit a subcontracting plan. They are NOT exempt from the requirement in FAR 52.219-8 to make maximum practicable opportunity available to other small businesses for subcontracting.

4. SUBCONTRACTING PLAN REQUIREMENTS:

a. FAR CLAUSE 52.219-9: Paragraphs (d) and (e) address the items that shall be included in the subcontracting plan.

b. DFARS 219.704(a)(1) addresses the use of Historically Black Colleges and Universities and Minority Institutions (HBCU/MI) subcontractors which is a composite of the small disadvantaged business (SDB) goal.

5. DFARS 219.705-4(d) addresses review of the subcontracting plan for positive goals and the extent to which an offeror plans to use competition restricted to small disadvantaged business concerns (SDB), historically black colleges and universities, or minority institutions (HBCU/MI).

6. For additional information concerning subcontracting plan requirements, please call Ms. Gwennette Parker, Small Business Specialist, telephone (912) 652-5340.

TABLE OF CONTENTS

00010	Solicitation/Contract Form and Bidding Schedule
00100	Instructions, Conditions, and Notices to Offerors
00110	Proposal Submission Requirements and Instructions
00120	Proposal Evaluation
00600	Representations and Certifications
00700	Contract Clauses
00800	Special Contract Requirements
	Attachment 1 to Section 00800
	Appendices A through D
	Specifications - Division 1

SOLICITATION, OFFER, AND AWARD <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO. DACA21-02-R-0025	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 16-Apr-2002	PAGE OF PAGES 1 OF 93
IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.				
4. CONTRACT NO.		5. REQUISITION/PURCHASE REQUEST NO.		6. PROJECT NO.
7. ISSUED BY US ARMY CORPS OF ENGINEERS 100 WEST OGLETHORPE AVE. P.O. BOX 889 SAVANNA GA 31402-0889 TEL: FAX:		DOC	8. ADDRESS OFFER TO <i>(If Other Than Item 7)</i> See Item 7 TEL: FAX:	
9. FOR INFORMATION CALL:	A. NAME MARY M CORBIN		B. TELEPHONE NO. <i>(Include area code)</i> <i>(NO COLLECT CALLS)</i> (912)652-5289	
SOLICITATION				
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".				
10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS <i>(Title, identifying no., date):</i> Contract Specialist: Mary Corbin (912) 652-5289 e-mail: mary.m.corbin@sas02.usace.army.mil Contracting Officer: Kathleen Achord (912) 652-5169 <div style="text-align: center;"> GEORGIA INDEFINITE DELIVERY CONTRACT FOR CONSTRUCTION AND DESIGN BUILD </div>				
11. The Contractor shall begin performance within _____ calendar days and complete it within _____ calendar days after receiving <input type="checkbox"/> award, <input type="checkbox"/> notice to proceed. This performance period is <input type="checkbox"/> mandatory, <input type="checkbox"/> negotiable. <i>(See 52.211-10 _____.)</i>				
12 A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? <i>(If "YES," indicate within how many calendar days after award in Item 12B.)</i> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO			12B. CALENDAR DAYS 5	
13. ADDITIONAL SOLICITATION REQUIREMENTS: A. Sealed offers in original and <u> 3 </u> copies to perform the work required are due at the place specified in Item 8 by <u> 16:00:00 </u> <i>(hour)</i> local time <u> 5/16/02 </u> <i>(date)</i> . If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due. B. An offer guarantee <input type="checkbox"/> is, <input checked="" type="checkbox"/> is not required. C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference. D. Offers providing less than <u> 60 </u> calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.				

SOLICITATION, OFFER, AND AWARD (Continued) <i>(Construction, Alteration, or Repair)</i>											
OFFER (Must be fully completed by offeror)											
14. NAME AND ADDRESS OF OFFEROR <i>(Include ZIP Code)</i>						15. TELEPHONE NO. <i>(Include area code)</i>					
						16. REMITTANCE ADDRESS <i>(Include only if different than Item 14)</i> See Item 14					
CODE		FACILITY CODE									
17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within _____ alendar days after the date offers are due. <i>(Insert any number equal to or greater than the minimum requirements stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.)</i>											
AMOUNTS		SEE SCHEDULE OF PRICES									
18. The offeror agrees to furnish any required performance and payment bonds.											
19. ACKNOWLEDGMENT OF AMENDMENTS <i>(The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each)</i>											
AMENDMENT NO.											
DATE											
20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER <i>(Type or print)</i>						20B. SIGNATURE			20C. OFFER DATE		
AWARD (To be completed by Government)											
21. ITEMS ACCEPTED: <div style="font-size: 24pt; font-weight: bold; margin-top: 10px;">SEE SCHEDULE</div>											
22. AMOUNT		23. ACCOUNTING AND APPROPRIATION DATA									
24. SUBMIT INVOICES TO ADDRESS SHOWN IN <i>(4 copies unless otherwise specified)</i>				ITEM		25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO <input type="checkbox"/> 10 U.S.C. 2304(c) <input type="checkbox"/> 41 U.S.C. 253(c)					
26. ADMINISTERED BY			CODE				27. PAYMENT WILL BE MADE BY			CODE	
CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE											
<input type="checkbox"/> 28. NEGOTIATED AGREEMENT <i>(Contractor is required to sign this document and return _____ copies to issuing office.)</i> Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications or incorporated by reference in or attached to this contract.						<input type="checkbox"/> 29. AWARD <i>(Contractor is not required to sign this document.)</i> Your offer on this solicitation, is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.					
30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN <i>(Type or print)</i>						31A. NAME OF CONTRACTING OFFICER <i>(Type or print)</i>					
30B. SIGNATURE			30C. DATE			31B. UNITED STATES OF AMERICA BY			31C. AWARD DATE		

SECTION 00010 Solicitation Contract Form

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	BASE PERIOD FFP				
ITEM NO 0001AA	SUPPLIES/SERVICES Professional Category I FFP - Program and Project Managers	QUANTITY 280.00	UNIT Hours	UNIT PRICE \$_____.____	AMOUNT \$_____.____
ITEM NO 0001AB	SUPPLIES/SERVICES Professional Category II FFP - Project Superintendents, QC Manager, QC Officer, Site Safety Officer, Computer System Specialist, Safety Engineer and Contract Administrator	QUANTITY 6,000.00	UNIT Hours	UNIT PRICE \$_____.____	AMOUNT \$_____.____
ITEM NO 0001AC	SUPPLIES/SERVICES Professional Category III FFP - (Registered Engineering/Scientist Support), Project Engineer, Architect, Structural, Civil, Electrical, and Mechanical Engineers, Industrial Hygienist (Asbestos and Lead Base Paint Specialist) Fire Protection Engineer, and other Engineering/Scientist Support	QUANTITY 1,000.00	UNIT Hours	UNIT PRICE \$_____.____	AMOUNT \$_____.____
ITEM NO 0001AD	SUPPLIES/SERVICES Professional Category IV FFP - (Non-Registered Engineering/Scientist Support) Architect, Structural, Civil, Electrical and Mechanical Engineers, Cost Engineer (Estimator), Technical Writer(Specifications) and other Engineering/Scientist support.	QUANTITY 1,500.00	UNIT Hours	UNIT PRICE \$_____.____	AMOUNT \$_____.____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AE	Professional Category V FFP - Three Person Survey Crew	240.00	Hours	\$_____.	\$_____.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AF	Skill Category I FFP - Secretaries, Word Processors, Clerks and Office Support Staff	1,000.00	Hours	\$_____.	\$_____.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AG	Skill Category II FFP - Electricians, Carpenters, Painters, HVAC Mechanics and Plumbers	250.00	Hours	\$_____.	\$_____.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AH	Subcontractors and consultants FFP	100.00	Lump Sum		<u>\$NO BID</u>

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AJ	Construction Materials and Equipment FFP	100.00	Lump Sum		<u>\$NO BID</u>

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AK	Travel/per diem FFP	100.00	Lump Sum		<u>\$NO BID</u>

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AL		100.00	Lump Sum		<u>\$NO BID</u>
	Performance and payment bonds (See Section 00700)				
	FFP				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AM		100.00	Lump Sum		<u>\$NO BID</u>
	Profit				
	FFP				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002					
	OPTION PERIOD ONE				
	FFP				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AA		280.00	Hours	\$_____.____	\$_____.____
	Professional Category I				
	FFP - Program and Project Managers				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AB		6,000.00	Hours	\$_____.____	\$_____.____
	Professional Category II				
	FFP - Project Superintendents, QC Manager, QC Officer, Site Safety Officer, Computer System Specialist, Safety Engineer and Contract Administrator				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AC		1,000.00	Hours	\$_____.____	\$_____.____
	Professional Category III				
	FFP - (Registered Engineering/Scientist Support), Project Engineer, Architect, Structural, Civil, Electrical, and Mechanical Engineers, Industrial Hygienist (Asbestos and Lead Base Paint Specialist) Fire Protection Engineer, and other Engineering/Scientist Support				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AD		1,500.00	Hours	\$_____.	\$_____.

Professional Category IV

FFP - (Non-Registered Engineering/Scientist Support) Architect, Structural, Civil, Electrical and Mechanical Engineers, Cost Engineer (Estimator), Technical Writer(Specifications) and other Engineering/Scientist support.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AE		240.00	Hours	\$_____.	\$_____.

Professional Category V

FFP - Three Person Survey Crew

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AF		1,000.00	Hours	\$_____.	\$_____.

Skill Category I

FFP - Secretaries, Word Processors, Clerks and Office Support Staff

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AG		250.00	Hours	\$_____.	\$_____.

Skill Category II

FFP - Electricians, Carpenters, Painters, HVAC Mechanics and Plumbers

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AH		100.00	Lump Sum		<u>\$NO BID</u>

Subcontractors and consultants
FFP

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AJ		100.00	Lump Sum		<u>\$NO BID</u>

Construction Materials and Equipment
FFP

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AK		100.00	Lump Sum		<u>\$NO BID</u>
	Travel/per diem FFP				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AL		100.00	Lump Sum		<u>\$NO BID</u>
	Performance and payment bonds (See Section 00700) FFP				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AM		100.00	Lump Sum		<u>\$NO BID</u>
	Profit FFP				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003					
	OPTION PERIOD TWO FFP				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AA		280.00	Hours	\$_____.____	\$_____.____
	Professional Category I FFP - Program and Project Managers				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AB		6,000.00	Hours	\$_____.____	\$_____.____
	Professional Category II FFP - Project Superintendents, QC Manager, QC Officer, Site Safety Officer, Computer System Specialist, Safety Engineer and Contract Administrator				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AC		1,000.00	Hours	\$_____.	\$_____.

Professional Category III

FFP - (Registered Engineering/Scientist Support), Project Engineer, Architect, Structural, Civil, Electrical, and Mechanical Engineers, Industrial Hygienist (Asbestos and Lead Base Paint Specialist) Fire Protection Engineer, and other Engineering/Scientist Support

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AD		1,500.00	Hours	\$_____.	\$_____.

Professional Category IV

FFP - (Non-Registered Engineering/Scientist Support) Architect, Structural, Civil, Electrical and Mechanical Engineers, Cost Engineer (Estimator), Technical Writer(Specifications) and other Engineering/Scientist support.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AE		240.00	Hours	\$_____.	\$_____.

Professional Category V

FFP - Three Person Survey Crew

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AF		1,000.00	Hours	\$_____.	\$_____.

Skill Category I

FFP - Secretaries, Word Processors, Clerks and Office Support Staff

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AG		250.00	Hours	\$_____.	\$_____.

Skill Category II

FFP - Electricians, Carpenters, Painters, HVAC Mechanics and Plumbers

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AH		100.00	Lump Sum		<u>\$NO BID</u>

Subcontractors and consultants

FFP

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AJ		100.00	Lump Sum		<u>\$NO BID</u>
	Construction Materials and Equipment FFP				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AK		100.00	Lump Sum		<u>\$NO BID</u>
	Travel/per diem FFP				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AL		100.00	Lump Sum		<u>\$NO BID</u>
	Performance and payment bonds (See Section 00700) FFP				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AM		100.00	Lump Sum		<u>\$NO BID</u>
	Profit FFP				

TOTAL BASE BID \$ _____

TOTAL BASE BID AND ALL OPTIONS \$ _____

NOTES

1. The contract awarded pursuant to this solicitation will be an indefinite delivery indefinite quantity construction and design/build contract. Work will be provided on a task order basis. The task orders will be Firm Fixed Price Construction or Firm Fixed Price Design/Build. In unusual and rare circumstances and with the Contracting

Officer's approval, a task order may be issued with a final definitized scope of work, and Independent Government Estimate, and a fixed price to be further adjusted. (See section 1080-8 paragraph 6.1.1.2).

2. The labor hour rates reflected in the bid schedule are composites of contractor rates to be used in task orders.
3. LABOR: Labor rates offered in the bid schedule shall be fully burdened (excluding profit and bond), including but not limited to the following:
 - a. Wages.
 - b. Overhead and general and administrative (G&A) costs.
 - c. Contract Requirements (e.g. subcontracting plan management, quality control plan, safety and health plan, and pre-construction conference).
 - d. Mobilization and demobilization associated to the Contractor's organization (associated with this contract).
 - e. Risk of lower than expected contract dollar volume.
 - f. Risk of poor subcontractor performance and re-performance.
 - g. Other risks associated with doing business with the Government.

The only costs that will be negotiated separately on individual task orders are those shown on the bid schedule as Lump Sum. Labor rates shall be firm and shall not be subject to any escalation, except as allowed by the contract. Qualification standards for labor categories are set forth in Section 01080.

4. The quantities listed in line items 0001AA through 0001AG (and corresponding option year line items) are estimates for evaluation purposes only and are not purchased by the contract.
5. The Department of Labor has provided Davis Bacon Act labor rates for the state of Georgia where the majority of the work will be performed under this contract. Any United States Army Reserve Centers and other Federal facilities identified for a task order, after contract award, not covered by the included labor rates will result in a modification to the contract to include the wage determination and any new CLINS for labor rates within that county.
6. OTHER THAN NORMAL WORKING HOURS: A percentage increase in labor rates for other than normal working hours will be negotiated for each task order and applied to only the working hours other than those hours, as indicated in Section 01501. Other than normal working hours will be as directed within a task order.
7. TRAVEL: Travel shall be billed and paid in accordance with the Joint Travel Regulations (JTR). Profit on travel is not allowed.
8. Cost associated with unpriced items in the Schedule will be determined as part of the establishment of each task order.
9. The guaranteed minimum amount for the base period is \$90,000.00. For each option period, the guaranteed minimum will be \$45,000.00. The contract maximum will be \$13,500,000.00.
10. In accordance with FAR 52.216-18 Ordering, the schedule is hereby revised to include the following statement: Task Orders will only be issued by a duly warranted Contracting Officer, including facsimile and oral orders when determined appropriate by the Contracting Officer.

SECTION 00100 Bidding Schedule/Instructions to Bidders

CLAUSES INCORPORATED BY FULL TEXT

52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (JUN 99)

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address exactly as stated in the offer.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:

- (1) Company name.
- (2) Company address.
- (3) Company telephone number.
- (4) Line of business.
- (5) Chief executive officer/key manager.
- (6) Date the company was started.
- (7) Number of people employed by the company.
- (8) Company affiliation.

(c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet Home Page at <http://www.customerservice@dnb.com>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

(End of provision)

52.211-2 AVAILABILITY OF SPECIFICATIONS LISTED IN THE DOD INDEX OF SPECIFICATIONS AND STANDARDS (DODISS) AND DESCRIPTIONS LISTED IN THE ACQUISITION MANAGEMENT SYSTEMS AND DATA REQUIREMENTS CONTROL LIST, DOD 5010.12-L (DEC 1999)

Copies of specifications, standards, and data item descriptions cited in this solicitation may be obtained--

- (a) From the ASSIST database via the Internet at <http://assist.daps.mil>; or
- (b) By submitting a request to the--Department of Defense Single Stock Point (DoDSSP), Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(End of provision)

52.211-14 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE (SEP 1990)

Any contract awarded as a result of this solicitation will be DX rated order; ~~XX~~ DO rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation. [Contracting Officer check appropriate box.]

(End of provision)

52.214-34 SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)

Offers submitted in response to this solicitation shall be in the English language. Offers received in other than English shall be rejected.

(End of provision)

52.214-35 SUBMISSION OF OFFERS IN U.S. CURRENCY (APR 1991)

Offers submitted in response to this solicitation shall be in terms of U.S. dollars. Offers received in other than U.S. dollars shall be rejected.

(End of provision)

52.214-4001 FACSIMILE MODIFICATION OF BIDS (Ref. FAR 52.214-5(c)) (JUL 1999 CESAS-CT-C)

(a) Definition. "Facsimile bid modification," as used in this solicitation means a modification to a bid that has been submitted in accordance with the solicitation.

(b) Bidders may submit facsimile bid modifications to this solicitation. These facsimile bid modifications must arrive at the place and by the time specified in the solicitation.

(c) ALL FACSIMILE BID MODIFICATIONS SHALL CONTAIN A COMPLETED BID SCHEDULE. THE SPACES SHALL BE FILLED IN FOR UNIT PRICES, EXTENDED PRICES AND TOTAL BID PRICE.

(d) Facsimile bid modifications must contain the signature of an official of the company.

(e) Facsimile receiving data and compatibility characteristics are as follows:

(1) Telephone number of receiving facsimile equipment: 912-652-6001

(2) Compatibility characteristics - CCTTT Group 3, 2, 1

(f) If the bidder chooses to transmit a facsimile bid modification, the Government will not be responsible for any failure attributable to the transmission or receipt of the facsimile modification, including, but not limited to, the following:

(1) Receipt of garbled or incomplete modification.

(2) Availability or condition of the receiving facsimile equipment.

(3) Incompatibility between the sending and receiving equipment.

(4) Delay in transmission or receipt of modification.

(5) Failure of the bidder to properly identify the modification.

(6) Illegibility of modification.

(7) Security of modification data.

(End of provision)

52.214-4002 HAND-CARRIED OR MAILED BIDS/PROPOSALS:

All bids/proposals must be clearly identified with the contractor name and address and Notice to Bidder OF-17 label affixed to the lower left corner of the outermost wrapper indicating the Invitation No., Date of Bid/Proposal Opening, Time of Opening, and Bid/Proposals For information. Bids/Proposals not properly identified on the outermost wrapper may not be acceptable if received late by the Contracting Officer, as there may be no way to determine the exact time of receipt by the agency.

The Government will not be responsible for bids delivered to any location or to anyone other than those designated to receive bids/proposals on its behalf as indicated below.

Bids/Proposals delivered by commercial carrier and those sent by U.S. Mail must be addressed as indicated below. Bids/proposals shall not be addressed to any specific person.

U.S. Army Engineer District, Savannah
ATTN: CESAS-CT-C
100 West Oglethorpe Avenue
Savannah, Georgia 31401-3640

Bids/Proposals sent by U.S. Mail must be mailed within sufficient time so that they will be received in the mailroom on the first floor not later than the exact time set for opening of bids/proposals.

Commercial carrier hand-carried bids/proposals must be delivered to mailroom personnel on the first floor not later than the exact time set opening of bids/proposals.

Contractor hand-carried bids/proposals delivered more than a half-hour before bid opening must also be delivered to mailroom personnel on the first floor.

Contractor hand-carried bids/proposals delivered within a half-hour of bid opening must be delivered to the bid opening room on the second floor.

52.214-5000 APPARENT CLERICAL MISTAKES (MAR 1995)--EFARS

(a) For the purpose of initial evaluations of bids, the following will be utilized in the resolving arithmetic discrepancies found on the face of bidding schedule as submitted by the bidder:

- (1) Obviously misplaced decimal points will be corrected;
- (2) Discrepancy between unit price and extended price, the unit price will govern;
- (3) Apparent errors in extension of unit prices will be corrected;
- (4) Apparent errors in addition of lump-sum and extended prices will be corrected.

(b) For the purpose of bid evaluation, the government will proceed on the assumption that the bidder intends his bid to be evaluated on basis of the unit prices, the totals arrived at by resolution of arithmetic discrepancies as provided above and the bid will be so reflected on the abstract of bids.

(c) These correction procedures shall not be used to resolve any ambiguity concerning which bid is low.

(End of statement)

52.215-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (MAY 2001)

(a) Definitions. As used in this provision--

“Discussions” are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

In writing, writing, or written means any worded or numbered expression that can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

“Proposal modification” is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

“Proposal revision” is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

“Time”, if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include

Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals. (1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show--

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) Submission, modification, or revision, of proposals.

(i) Offerors are responsible for submitting proposals, and any modifications, or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii)(A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) Offer expiration date. Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall--

(1) Mark the title page with the following legend: This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed--in whole or in part--for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of--or in connection with-- the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

(2) Mark each sheet of data it wishes to restrict with the following legend: Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) Contract award. (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) The Government may disclose the following information in postaward debriefings to other offerors:

(i) The overall evaluated cost or price and technical rating of the successful offeror;

(ii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection;

(iii) A summary of the rationale for award; and

(iv) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(End of provision)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Firm Fixed Price contract resulting from this solicitation.

(End of clause)

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of Provision)

52.219-4001 SUBCONTRACTING PLAN FOR SMALL BUSINESS AND SMALL DISADVANTAGED
BUSINESS CONCERNS (MAY 1997 CESAS-CT-C)

(a) In accordance with FAR Clause 52.219-9, large businesses must submit a subcontracting plan. A sample subcontracting plan is located in Section 00800.

(b) The goals of the Savannah District for subcontracting to small businesses, small disadvantaged businesses, and women-owned small businesses are:

	Basic Year	Option Year
(1) Total Amount of Prime Contract	\$10,000,000	_____
(2) Total Dollars Planned for Subcontract Award (10% of Line (1))	\$ 1,000,000	_____
(3) Dollars Planned for Subcontracting to Large Business (38% of Line (2))	\$ 380,000	_____
(4) Total Dollars Planned for Subcontracting to Small Business (62% of Line (2))	\$ 620,000	_____
(A) Dollars Planned for Subcontracting to Small Disadvantaged Business (10% of Line (2))	\$ 100,000	_____
(B) Dollars Planned for Subcontracting to Women-Owned Business (5% of Line (2))	\$ 50,000	_____
(C) Dollars Planned for Subcontracting to Other Small Business (41.5% of Line (2))	\$ 415,000	_____
(D) Dollars Planned for Subcontracting to HUBZone Small Business (2.5% of Line (2))	\$ 25,000	_____
(E) Dollars Planned for Subcontracting to Service-Disabled Veteran-Owned Small Business (3% of Line (2))	\$ 30,000	_____

If you cannot reach the above-stated goals, you must provide written justification with your subcontracting plan detailing the reasons you cannot meet the requirements.

(End of provision)

52.222-23 NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL
EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION (FEB 1999)

(a) The offeror's attention is called to the Equal Opportunity clause and the Affirmative Action Compliance Requirements for Construction clause of this solicitation.

(b) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goals for minority participation for each trade	Goals for female participation for each trade
32.1%	6.9%

These goals are applicable to all the Contractor's construction work performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, the Contractor shall apply the goals established for the geographical area where the work is actually performed. Goals are published periodically in the Federal Register in notice form, and these notices may be obtained from any Office of Federal Contract Compliance Programs office.

(c) The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on (1) its implementation of the Equal Opportunity clause, (2) specific affirmative action obligations required by the clause entitled "Affirmative Action Compliance Requirements for Construction," and (3) its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor, or from project to project, for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

(d) The Contractor shall provide written notification to the Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, within 10 working days following award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the --

- (1) Name, address, and telephone number of the subcontractor;
- (2) Employer's identification number of the subcontractor;
- (3) Estimated dollar amount of the subcontract;
- (4) Estimated starting and completion dates of the subcontract; and
- (5) Geographical area in which the subcontract is to be performed.

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is the state of Georgia.

52.225-10 NOTICE OF BUY AMERICAN ACT/BALANCE OF PAYMENTS PROGRAM REQUIREMENT--CONSTRUCTION MATERIALS (FEB 2000)

(a) Definitions. Construction material, domestic construction material, and foreign construction material, as used in this provision, are defined in the clause of this solicitation entitled "Buy American Act--Balance of Payments Program--Construction Materials" (Federal Acquisition Regulation (FAR) clause 52.225-9).

(b) Requests for determinations of inapplicability. An offeror requesting a determination regarding the inapplicability of the Buy American Act or Balance of Payments Program should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of the clause at FAR 52.225-9 in the request. If an offeror has not requested a determination regarding the inapplicability of the Buy American Act or

Balance of Payments Program before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.

(c) Evaluation of offers. (1) The Government will evaluate an offer requesting exception to the requirements of the Buy American Act or Balance of Payments Program, based on claimed unreasonable cost of domestic construction material, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(3)(i) of the clause at FAR 52.225-9.

(2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable cost.

(d) Alternate offers.

(1) When an offer includes foreign construction material not listed by the Government in this solicitation in paragraph (b)(2) of the clause at FAR 52.225-9, the offeror also may submit an alternate offer based on use of equivalent domestic construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of the clause at FAR 52.225-9 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of the clause at FAR 52.225-9 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic construction material, and the offeror shall be required to furnish such domestic construction material. An offer based on use of the foreign construction material for which an exception was requested--

(i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or

(ii) May be accepted if revised during negotiations.

(End of provision)

52.232-4007 ACCOUNTING AND APPROPRIATION DATA (APR 1989 CESAS-RM)

Accounting and Appropriation data will be cited on individual task orders.

(End of clause)

52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from

U.S. Army Corps of Engineers District
ATTN: CESAS-CT-C
100 West Oglethorpe Avenue
Savannah, Georgia 31401-3640

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

52.236-28 PREPARATION OF PROPOSALS--CONSTRUCTION (OCT 1997)

(a) Proposals must be (1) submitted on the forms furnished by the Government or on copies of those forms, and (2) manually signed. The person signing a proposal must initial each erasure or change appearing on any proposal form.

(b) The proposal form may require offerors to submit proposed prices for one or more items on various bases, including--

(1) Lump sum price;

(2) Alternate prices;

(3) Units of construction; or

(4) Any combination of paragraphs (b)(1) through (b)(3) of this provision.

(c) If the solicitation requires submission of a proposal on all items, failure to do so may result in the proposal being rejected without further consideration. If a proposal on all items is not required, offerors should insert the words "no proposal" in the space provided for any item on which no price is submitted.

(d) Alternate proposals will not be considered unless this solicitation authorizes their submission.

(End of provision)

SECTION 00110 Proposal Submission, Requirements and Instructions

Section 00110**PROPOSAL SUBMISSION REQUIREMENTS AND INSTRUCTIONS****1. PROPOSAL OVERVIEW**

1.1 General. Inasmuch as the proposal shall describe the capability of the offeror to perform any resultant contract, it should be specific and complete in every detail. The proposal should be prepared simply and economically, providing straight-forward, concise delineation of capabilities to satisfactorily perform the contract being sought. The proposal should therefore be practical, legible, clear and coherent.

1.2 Proposal Submissions and the Lowest Price Technically Acceptable Process. This process requires potential contractors to submit their performance and capability information initially for review and consideration by the Government. Following the review, evaluation, and rating of these proposals, the Government will evaluate price proposals for contractors that have acceptable technical proposals. The technical information contained in the proposal shall be reviewed and evaluated by the Government in accordance with the evaluation criteria set out in Section 00120 EVALUATION MANUAL. Price information will not be rated but will be evaluated in accordance with FAR Part 15, funding limitations set out in Section 00010 – PRICE PROPOSAL SCHEDULE, and other offeror's price proposals. Award will be made to that Offeror whose proposal is technically acceptable and has the lowest price that is determined to be fair and reasonable. The proposal for this low price technically acceptable procurement consists of the following individual pieces:

- Pro Forma Information - (Standard Form 1442, Section 00600 Rep & Certs)
- Price Proposal
- Proposal Data Sheet
- Appendix A – Timeliness of Performance
- Appendix B – Quality of Performance
- Appendix C – Contracts Completed
- Appendix D – Response Time Matrix
- Management Plan
- Standard Form 254
- Standard Form 255

2. PROPOSAL SUBMISSION INSTRUCTIONS

2.1 Who May Submit. Any legally organized Offeror may submit a proposal.

2.2 Where to Submit. Offerors shall submit their proposal packages to the Savannah District at the address shown in Block 7 of Standard Form 1442.

2.3 Submission Deadline. Proposals shall be received by the Savannah District no later than the time and date specified in Block 13 of Standard Form 1442.

2.4 General Requirements.

2.4.1 In order to effectively and equitably evaluate all proposals, the Contracting Officer must receive information sufficiently detailed to allow review and evaluation by the Government.

2.4.2 Written materials shall be on 8-1/2" x 11" paper.

3. PROPOSAL REQUIREMENTS AND SUBMISSION FORMAT.

3.1 The proposals sought by this solicitation shall contain the following information clearly identified and severable as follows:

3.2 Pro Forma Information. This information should be submitted in an envelope labeled "Pro Forma Requirements." This category consists of representations and certifications, and completed Standard Form 1442. Provide original documents only.

3.3 Price Proposal Information. Offerors shall complete all portions of the Price Proposal Schedule from Section 00010 and furnish the original in a separate envelope labeled "PRICE PROPOSAL". The technical proposal shall not include any cost information.

3.4 Proposal Data Sheet. Offerors shall complete the attached Proposal Data Sheet.

3.5 FACTOR 1: CONSTRUCTION – PAST PERFORMANCE: Offerors shall be evaluated on all SABRE, JOC, and IDC Construction type contracts successfully completed in the last three years with the majority of the task orders performed falling within the range of \$100,000 to \$1,000,000 and total contract value of \$5,000,000 to \$15,000,000. A "No-Go" rating in any sub-factor shall result in a "No-Go" rating for this factor.

3.5.1 Sub-factor A: Timeliness of Performance: This sub-factor evaluates the offeror's success in completing past task orders on schedule. Timeliness becomes very important when accomplishing services with dated funds or accomplishing requirements with high command level interest. The standard is set at a high level to assure confidence that timeliness will be achieved in a consistent manner.

3.5.1.1 Offeror's Submission Requirements: Offerors shall submit a comprehensive list of all contracts completed, or in progress, during the last three years, listing all completed task orders separately. As a minimum, the list will provide the information prescribed in the matrix call "Appendix A – Timeliness of Performance" included as an attachment to this Section. Offerors are encouraged to provide supplemental information regarding any problems encountered preventing timely performance and the offeror's corrective actions taken.

3.5.2 Sub-factor B: Quality of Performance: This sub-factor evaluates the offeror's success in complying with requirements of past contracts and standards of workmanship exhibited in past contracts. Product quality and workmanship is always a high priority and very important in providing for the needs of military personnel and their families. The standard is set at a high level to assure that military personnel and their families can perform at the highest level of efficiency with maximum enthusiasm.

3.5.2.1 Offeror's Submission Requirements: Offeror's may submit letters of commendation from both Government and non-Government customers validating quality of performance and workmanship. Offerors shall submit a comprehensive list of all contracts completed including those in progress during the last three years listing all completed task orders separately. As a minimum, the list will provide the information prescribed in the matrix called "Appendix B – Quality of Performance" included as an attachment to this Section. Offerors are encouraged to provide supplemental information regarding any problems encountered and the offeror's corrective actions taken.

3.6 FACTOR 2: CONSTRUCTION - EXPERIENCE Offerors shall be evaluated on all SABRE, JOC, and IDC Design Build type contracts successfully completed or substantially completed in the last three years with the majority of the task orders performed falling within the range of \$100,000 to \$1,000,000 and total contract value of \$5,000,000 to \$15,000,000. This factor also evaluates the offeror's specialized experience in the construction elements of repairs, additions, and alterations to buildings, roads, drainage systems, and utility systems; and new construction of buildings, roads, drainage systems, and utility systems.

3.6.1 Offeror's Submission Requirements: Offerors shall submit a comprehensive list of all task order and task order design-build type contracts completed or substantially completed during the last three years. As a minimum, the list will provide the information prescribed in the matrix called "Appendix C – Contracts Completed" included as an attachment to this Section.

3.7 FACTOR 3: CONSTRUCTION - MANAGEMENT: The following management sub-factors will be used to evaluate the Offeror's understanding and capability of successfully managing multiple tasks to their completion. A "No-Go" rating in any sub-factor shall result in a "No-Go" rating for this factor.

3.7.1 Sub-factor A: Effectiveness: The successful offeror will be expected to manage a large number of task orders simultaneously requiring a very high level of management skills. Any unsatisfactory appraisal or report involving cooperation or conduct results in serious potential for less than effective efficient job site management. This sub-factor evaluates provision of the following:

3.7.1.1 Offeror's Submission Requirements: A well-defined management plan from start to construction completion, showing (a) organizational charts, (b) levels of personnel authority, (c) internal controls, (d) credentials of individuals specifically involved with the work, (e) a narrative describing plan functionality including, (1) management cooperation/responsiveness, (2) job site supervision, and (3) coordination/control of subcontractors.

3.7.2 Sub-factor B: Rapid Response: Offerors' proposed response times shall be based on their practical analysis of their organizational structure and processes. Successful offerors' response times will be used in rating performance throughout the awarded contract.

3.7.2.1 Offeror's Submission Requirements: Offerors must indicate the number of **workdays** for each of the following using "Appendix D, Response Time Matrix" included as an attachment to this Section.

3.7.2.1.1 Initial Call Response Time: The period of time required to schedule and attend a meeting to discuss the scope of a task order (Normal conditions and urgent conditions).

3.7.2.1.2 Proposal Preparation Response Time: The time to prepare and submit a proposal after discussing the scope of the task order and receiving a request for proposal (Normal conditions and urgent conditions).

3.7.2.1.3 Start of Work: The time to start work (submittals, subcontractor agreements, and site activity) after award of the task order (Normal conditions and urgent conditions).

3.8 FACTOR 4 DESIGN – SPECIALIZED EXPERIENCE AND TECHNICAL COMPETENCE: This factor evaluates the offeror's specialized experience and technical competence in: (a) Design of repairs, additions, and alterations to buildings, roads, drainage systems, and utility systems. (b) Design of new buildings, roads, drainage systems, and utility systems. (c) Accomplishment of Engineering Studies and Planning. (d) Topographic surveying. (e) Lead based paint and asbestos sampling/analysis/abatement design and air monitoring during abatement/construction. (f) Shop drawing review, construction phase services, and preparation of O&M manuals. (g) Preparation of design files in (*.dgn) formats. Offerors shall be evaluated on a comprehensive list of all Design Build Construction IDIQ contract and/or Architect-Engineer IDIQ type contracts completed and in progress in the last three years.

3.8.1 Offeror's Submission Requirements: Standard Form 255 for prime Architect-Engineer firm and Standard Form 254 for prime Architect-Engineer firm and each consulting Architect-Engineer firm.

3.9 FACTOR 5 DESIGN – CAPACITY: This factor evaluates the offeror's capacity to provide the following engineering disciplines: Architecture, Structural Engineer, Civil Engineer, Electrical Engineer, Mechanical Engineer, Fire Protection Engineer, Industrial Hygienist (asbestos and lead base paint specialist), and Topographic Surveyor/Crew. It is critical that the Design portion of the design/build partnership has capability in all disciplines for which work is anticipated. Lack of capacity may result in lack of efficiency and delays during accomplishment of task orders when engineering disciplines are being added to accomplish design.

3.9.1 Offeror's Submission Requirements: Standard Form 255 for prime Architect-Engineer firm and Standard Form 254 for prime Architect-Engineer firm and each consulting Architect-Engineer firm.

3.10 FACTOR 6 DESIGN – PROFESSIONAL QUALIFICATIONS: This factor evaluates the offeror's professional qualifications (appropriate training, education, experience and professional registration) for key

management and technical personnel for the engineering disciplines shown in FACTOR 5 DESIGN – CAPACITY. It is critical that the Design portion of the design/build partnership is professionally and technically qualified in all disciplines for which work is anticipated. Lack of qualification may result in lack of efficiency and delays during accomplishment of task orders when qualified engineering disciplines are being added to accomplish design.

3.10.1 Offeror's Submission Requirements: Standard Form 255 for prime Architect-Engineer firm and Standard Form 254 for prime Architect-Engineer firm and each consulting Architect-Engineer firm.

3.11 FACTOR 7 DESIGN – KNOWLEDGE OF LOCALITY: This factor evaluates the offeror's knowledge of the locality as it pertains to familiarity with design standards and practices in South Atlantic Division, primarily in the states of North Carolina, South Carolina, and Georgia. Offerors shall be evaluated on a comprehensive list of all Design Build Construction IDC contracts and other Architect-Engineer IDC type contracts completed and in progress in the last three years located in these states.

3.11 .1 Offeror's Submission Requirements: Standard Form 255 for prime Architect-Engineer firm and Standard Form 254 for prime Architect-Engineer firm and each consulting Architect-Engineer firm.

4. EXCEPTIONS

Exceptions to the contractual terms and conditions of the solicitation (e.g., standard company terms and conditions) may result in a determination to reject a proposal.

5. RESTRICTIONS

Incomplete proposals. Failure to submit all the data indicated in this section may be cause for determining a proposal incomplete and, therefore, not considered for evaluation, and for subsequent award.

PROPOSAL DATA SHEET**GEORGIA INDEFINITE QUANTITY FOR CONSTRUCTION
AND DESIGN BUILD CONSTRUCTION****NOTE TO OFFERORS**

This OFFEROR PERFORMANCE CAPABILITY PROPOSAL DATA SHEET must be completed and attached as the first page of the body of your proposal. The information required by this data sheet may be completed directly on this form or attached to the form as supplemental data sheets.

1. NAME OF OFFEROR.

Name of Offeror(s):

If a joint venture or contractor-subcontractor association of firms, list the individual firms and briefly describe the nature of the association.

Firm 1:

Firm 2:

Firm 3:

Firm 4:

Nature of Association:

2. AUTHORIZED NEGOTIATORS.

The offeror represents that the following persons are authorized to negotiate on its behalf with the Government in connection with this Request for Proposals (RFP).

[List names, titles, and telephone number of the authorized negotiator.]

Name of Person Authorized to Negotiate:

Negotiator's Address:

Negotiator's Telephone:

Negotiator's e-mail:

SECTION 00120 Evaluation Manual

Section 00120**EVALUATION MANUAL****1. GENERAL**

The purpose of this document is to establish a uniform evaluation procedure for the technical evaluation phase of the solicitation based on contractually defined criteria. The Source Selection Board will evaluate each proposal individually using the qualitative/quantitative procedures that follow. Each proposal will be reviewed and rated by each of the evaluators. During this process, discrepancies between evaluations will be discussed and resolved within the team. Following the completion of the individual evaluations, a consensus evaluation will be derived.

2. PROPOSAL REQUIREMENTS

2.1 Section 00110, Proposal Submission Requirements and Instructions identifies all the necessary submittal information to be included in the proposals. Proposals which reach the evaluation stage have passed an initial Contracting Division review to assure that they are complete and responsive. All proposals which are provided to the evaluation team will be evaluated and rated.

2.2 Construction Past Performance Matrices. Each proposal shall include completed Appendix A and Appendix B matrices. The evaluation team shall evaluate all matrices.

2.3 Construction Experience. Each proposal shall include completed Appendix C to be used for evaluation purposes.

2.4 Construction Management. Each proposal shall contain the Offeror's proposed Management Plan and completed Appendix D to be used for evaluation purposes.

2.5 Design. Each proposal shall contain the Offeror's Standard Form 254 and Standard Form 255 for the purpose of evaluating each of the Design Factors.

3. INDIVIDUAL PROPOSAL RATING WORKSHEETS

3.1 Worksheets are provided on the following pages that the evaluators will use to review and rate the individual proposals.

3.2 During the consensus evaluation, a single "consensus rating" worksheet shall be completed for each proposal and signed by all the evaluators. It is imperative that comments and supporting rationale for the rating assigned be included on this consensus sheet.

3.3 Comments are required to support all ratings.

4. RATING METHODOLOGY

4.1 Proposals will be evaluated in each Evaluation Factor based on the following rating scheme:

4.2 **Yes - No Ratings.** Where the specific evaluation sheets indicate a YES – NO Rating these items shall be treated as information items. They are included in the evaluation worksheets to assure a similar focus among the evaluators and to ensure that individual evaluators do not overlook proposal information provided.

4.3 Go – No Go Ratings.

4.3.1 **Go.** The technical proposal conforms completely to the solicitation requirements and presents low risk to the Government.

4.3.2 **No-Go.** The proposal does not meet the minimum levels of acceptability and presents an unacceptably high risk to the Government.

4.4 Factors and Sub-Factors are of equal importance. Proposals shall include sufficient detailed information to allow complete evaluation. While the Government may elect to consider data obtained from other sources, the burden of proof of acceptability rests with the Offeror.

4.5 One “No-Go” rating in any Factor or Sub-factor may result in an overall rating of “No-Go”. Two “No-Go” ratings in any Factor or Sub-factors shall result in an overall “No-Go” rating.

5. EVALUATION FACTORS

5.1 **FACTOR 1 CONSTRUCTION – PAST PERFORMANCE.** Past performance information is one indicator of an Offeror’s ability to perform the contract successfully. The currency and relevance of the information, source of the information, context of the data, and general trends in an Offeror’s performance shall be considered. Offerors may be provided an opportunity to address any negative past performance information about which the offeror has not previously had an opportunity to respond. The following areas of major consideration will be evaluated using all sources of past performance information and an overall rating provided.

5.1.1 **Sub-factor A: Timeliness of Performance.** Evaluation will be accomplished by reviewing the Offeror’s CCASS data base elements Adequacy of Initial Progress Schedule, Adherence to Approved Schedule, and Completion of Punch List Items under the category of Timely Performance; review of the Offeror’s Appendix A; communication with the points of contact listed on the Offeror’s Appendix A; and/or communicating with others selected by the Government. The Government shall consider this information, as well as information obtained from any other sources when evaluating this sub-factor. One or two unsatisfactory or marginal CCASS ratings for any identified element on separate task orders, a marginal or unsatisfactory report received from a point of contact listed by the Offeror, or a marginal or unsatisfactory report from others may result in a “No-Go” evaluation for this sub-factor. An incomplete Appendix A, more than two unsatisfactory or marginal CCASS ratings for any identified element on separate task orders representative of a significant portion of task orders rated, a marginal or unsatisfactory report received from a point of contact listed by the Offeror, or a marginal or unsatisfactory report from others shall result in a “No-Go” evaluation for this sub-factor.

5.1.2 **Sub-factor B: Quality of Performance.** Evaluation will be accomplished by reviewing CCASS data base elements Quality of Workmanship, Implementation of CQC Plan, Use of Specified Materials, and Identification /Correction of Deficient Work in a Timely Manner under the category of Quality Control; review of the Offeror’s Appendix B; communication with points of contact listed on the Offeror’s Appendix B; and/or communicating with others selected by the Government. One or two unsatisfactory or marginal CCASS ratings for any identified element on separate task orders, a marginal or unsatisfactory report received from a point of contact listed by the Offeror, or a marginal or unsatisfactory report from others may result in a “No-Go” evaluation for this sub-factor. An incomplete Appendix B, more than two unsatisfactory or marginal CCASS ratings for any identified element on separate task orders representative of a significant portion of task orders rated, a marginal or unsatisfactory report received from a point of contact listed by the Offeror, or a marginal or unsatisfactory report from others shall result in a “No-Go” evaluation for this sub-factor.

5.2 **FACTOR 2: CONSTRUCTION – EXPERIENCE.** Evaluation will be accomplished by reviewing the CCASS database; review of the Offeror’s Appendix C; communication with points of contact listed on the Offeror’s Appendix C; and/or communicating with others selected by the Government. A final overall rating in CCASS; documentation by completing Appendix C of the information requested; or documentation from responsible clients will be used as evidence of successful completion of contracts. Offerors must also indicate on Appendix C

successful completion of two contracts within the last three years containing task orders that indicate the depth of experience and competence in 12 of the 16 construction elements of this factor to receive a “Go” rating.

5.3 FACTOR 3: CONSTRUCTION – MANAGEMENT. The selected Offeror will be expected to manage a large number of task orders simultaneously requiring a very high level of management skills. Any unsatisfactory appraisal or report involving cooperation or conduct results in serious potential for less than effective job site management. The following areas of major consideration will be evaluated using all sources of management information and an overall rating provided.

5.3.1 Sub-factor A: Effectiveness. Evaluation will be accomplished by reviewing CCASS database elements Cooperation and Responsiveness, Effectiveness of Job Site Supervision, and Coordination and control of Subcontractors under the category of Effectiveness of Management; evaluation of the provided plan and credentials; and any other sources deemed necessary by the Government. Submission of a Management Plan in detail as described in Section 00110 – PROPOSAL SUBMISSION REQUIREMENTS AND INSTRUCTIONS is required for a “Go” rating. One or two marginal or unsatisfactory CCASS ratings for identified elements on separate task orders, a marginal or unsatisfactory report received from a point of contact listed by the Offeror, or a marginal or unsatisfactory report from others may result in a “No-Go” evaluation for this sub-factor. More than two marginal or unsatisfactory CCASS ratings for identified elements on separate task orders representative of a significant portion of task orders rated, multiple marginal or unsatisfactory reports received from points of contact listed by the Offeror, or multiple marginal or unsatisfactory reports from others shall result in a “No-Go” evaluation for this sub-factor.

5.3.2 Sub-factor B: Rapid Response. Evaluation will be accomplished by reviewing the Offeror’s completed Appendix D against Government historical response times. Failing to meet the minimum response time for any one element shall result in a “No-Go” rating for this sub-factor.

5.4. FACTOR 4: DESIGN – SPECIALIZED EXPERIENCE AND TECHNICAL COMPETENCE. Reviewing the Offeror’s Standard Form 255 for prime Architect-Engineer firm and Standard Form 254 for prime Architect-Engineer firm and each consulting Architect-Engineer firm, communication with the points of contact listed by the Offeror, and/or communicating with others selected by the Government, will accomplish evaluation. Failure by the Offeror to show depth of experience and competence in the identified elements shall be assigned a rating of “No-Go” for that element of the factor. “No-Go” rating in elements a and b of this factor shall result in a “No-Go” evaluation for the factor. One “No-Go” rating in elements c through g of this factor may result in a “No-Go” evaluation for the factor. Two or more “No-Go” ratings shall result in a “No-Go” evaluation for the factor.

5.5 FACTOR 5: DESIGN – CAPACITY. Reviewing the Offeror’s Standard Form 255 for prime Architect-Engineer firm and Standard Form 254 for prime Architect-Engineer firm and each consulting Architect-Engineer firm, communication with the points of contact listed by the Offeror, and/or communicating with others selected by the Government, will accomplish evaluation. Failure by the Offeror to identify capacity in the required engineering discipline elements of Section 00110 paragraph 3.9 FACTOR 5 DESIGN – CAPACITY shall result in a rating of “No-Go” for that element of this factor. A “No-Go” rating in any element of this factor shall result in a “No-Go” evaluation for the factor.

5.6. FACTOR 6: DESIGN – PROFESSIONAL QUALIFICATIONS. Reviewing the Offeror’s Standard Form 255 for prime Architect-Engineer firm and Standard Form 254 for prime Architect-Engineer firm and each consulting Architect-Engineer firm, communication with the points of contact listed by the Offeror, and/or communicating with others selected by the Government, will accomplish evaluation. Failure by the Offeror to provide resumes for identified personnel to demonstrate required level of training, experience, and professional registration in the required engineering elements of Section 00110 paragraph 3.9 FACTOR 5 DESIGN – CAPACITY shall result in a rating of “No-Go” for that element of this factor. A “No-Go” rating in any element of this factor shall result in a “No-Go” evaluation for the factor.

5.7. FACTOR 7: DESIGN – KNOWLEDGE OF LOCALITY. Reviewing the Offeror’s Standard Form 255 for prime Architect-Engineer firm and Standard Form 254 for prime Architect-Engineer firm and each consulting Architect-Engineer firm will accomplish evaluation. One “No-Go” rating for the South Carolina or North Carolina elements of Section 00110 paragraph 3.11 FACTOR 7 DESIGN – KNOWLEDGE OF LOCALITY may result in an

evaluation of “No-Go” for the factor. A “No-Go” rating for the Georgia element of Section 00110 paragraph 3.11 FACTOR 7 DESIGN – KNOWLEDGE OF LOCALITY shall result in an evaluation of “No-Go” for the factor.

6. OVERALL PROPOSAL RATING

6.1 The Government evaluation team will consider all information provided in the proposal individually. Once these individual analyses are completed, the team will meet and determine a rating for each of the evaluation factors by consensus decision.

6.2 Following completion of the consensus rating, each proposal will be assigned a single overall GO or NO-GO rating. This final overall rating, along with ratings on individual factors, will be provided to the Contracting Officer/Source Selection Authority.

6.3 It is the responsibility of the Source Selection Board to provide and document sufficient strengths, weaknesses, and omissions to support the GO or NO-GO rating for each factor as well as the overall rating. Documentation/comments are required for all ratings.

Offeror: _____

Evaluator: _____

PROPOSAL RATING WORKSHEET**FACTOR 1****CONSTRUCTION - PAST PERFORMANCE****Sub-factor A: Timeliness of Performance**

1. General: Evaluators will use this sub-factor to evaluate the success of the Offeror based on the satisfaction of previous customers and clients as illustrated on the completed Appendix A. The completed Appendix A shall be used as a basis to begin the evaluation of this factor.

Has Government Received the completed Appendix A for this Offeror ? ____ YES ____ NO

Does the Appendix A received reflect projects completed or under construction within the Last 3 Years?
____ YES ____NO

2. CCASS Ratings: Contract Specialist shall provide CCASS Ratings for the Offeror.

Construction Rating (CCASS)

	Adequacy of Initial Progress Schedule	Adherence to Approved Schedule	Completion of Punch List Items
Number of Ratings: Outstanding	_____	_____	_____
Above Average	_____	_____	_____
Satisfactory	_____	_____	_____
Marginal	_____	_____	_____
Unsatisfactory	_____	_____	_____

/___/ GO /___/ NO – GO

3. Communication with Points of Contact and/or Others : Evaluators shall carefully review the information provided in the completed Appendix A to ascertain customer satisfaction with the timeliness of the past projects. Based on that review, provide a rating for the Timeliness of the Past Completed Projects listed in Appendix A. Include a listing of any apparent weaknesses or strengths of the Offeror and the proposed project team.

/___/ GO /___/ NO – GO

Strengths: Include a listing of any identified or obvious strengths of the Offeror with respect to timeliness.

Offeror: _____

Evaluator: _____

PROPOSAL RATING WORKSHEET
FACTOR 1
CONSTRUCTION - PAST PERFORMANCE
(Continued)

Sub-factor A: Timeliness of Performance (Continued)

Weaknesses: Include a listing of any identified or obvious weaknesses of the Offeror with respect to timeliness.

Sub-factor A Overall Rating. /__/ GO /__/ NO – GO

Offeror: _____

Evaluator: _____

PROPOSAL RATING WORKSHEET
FACTOR 1
CONSTRUCTION - PAST PERFORMANCE
(Continued)

Sub-factor B: Quality of Performance

1. General: Evaluators will use this sub-factor to evaluate the success of the Offeror based on the satisfaction of previous customers and clients as illustrated on the completed Appendix B. The completed Appendix B shall be used as a basis to begin the evaluation of this factor.

Has Government Received the completed Appendix B for this Offeror? ____ YES ____ NO

Does the Appendix B received reflect projects completed or under construction within the Last 3 Years?
 ____ YES ____ NO

2. CCASS Ratings: Contract Specialist shall provide CCASS Ratings for the Offeror.
Construction Rating (CCASS)

	Quality of Workmanship	Implementation of CQC Plan	Use of Specified Materials	Identification/ Correction of Deficient Work
Number of Ratings: Outstanding	_____	_____	_____	_____
Above Average	_____	_____	_____	_____
Satisfactory	_____	_____	_____	_____
Marginal	_____	_____	_____	_____
Unsatisfactory	_____	_____	_____	_____

/___/ GO /___/ NO – GO

3. Communication with Points of Contact and/or Others : Evaluators shall carefully review the information provided in the completed Appendix B to ascertain customer satisfaction with the timeliness of the past projects. Based on that review, provide a rating for the Quality of the Past Completed Projects listed in Appendix B. Include a listing of any apparent weaknesses or strengths of the Offeror and the proposed project team.

/___/ GO /___/ NO – GO

Strengths: Include a listing of any identified or obvious strengths of the Offeror with respect to final product quality.

Offeror: _____

Evaluator: _____

**PROPOSAL RATING WORKSHEET
FACTOR 1
CONSTRUCTION - PAST PERFORMANCE
(Continued)**

Sub-factor B: Quality of Performance (Continued)

Weaknesses: Include a listing of any identified or obvious weaknesses of the Offeror with respect to final product quality.

Sub-factor B Overall Rating. /_/ GO /_/ NO – GO

FACTOR 1 OVERALL RATING: /_/ GO /_/ NO – GO

Comments to support the OVERALL RATING:

Offeror: _____

Evaluator: _____

PROPOSAL RATING WORKSHEET
FACTOR 2
CONSTRUCTION – EXPERIENCE

1. **General:** Evaluators will use this factor to evaluate the success of the Offeror based on the satisfaction of previous customers and clients as illustrated on the completed Appendix C. The completed Appendix C shall be used as a basis to begin the evaluation of this factor.

Has Government Received the completed Appendix C for this Offeror? ____ YES ____ NO

Does the Appendix C received reflect projects completed or under construction within the Last 3 Years?
 ____ YES ____ NO

2. **CCASS Ratings:** Contract Specialist shall provide CCASS Ratings for the Offeror.

	Final Rating
Number of Ratings: Outstanding	_____
Above Average	_____
Satisfactory	_____
Marginal	_____
Unsatisfactory	_____

/__ / **GO** /__ / **NO – GO**

3. **Communication with Points of Contact and/or Others:** Evaluators shall carefully review the information provided in the completed Appendix C to ascertain customer's knowledge of the Offeror's experience. Based on that review, provide a rating for the Experience of the Past Completed Projects listed in Appendix C. Include a listing of any apparent weaknesses or strengths of the Offeror and the proposed project team.

/__ / **GO** /__ / **NO – GO**

Strengths: Include a listing of any identified or obvious strengths of the Offeror with respect to experience.

Offeror: _____

Evaluator: _____

PROPOSAL RATING WORKSHEET
FACTOR 2
CONSTRUCTION – EXPERIENCE
(Continued)

Weaknesses: Include a listing of any identified or obvious weaknesses of the Offeror with respect to experience.

FACTOR 2 OVERALL RATING. /___/ GO /___/ NO – GO

Comments to support the OVERALL RATING:

Offeror: _____

Evaluator: _____

**PROPOSAL RATING WORKSHEET
FACTOR 3**

CONSTRUCTION - MANAGEMENT

Sub-factor A: Effectiveness

1. **General:** Evaluators will use this sub-factor to evaluate the Management Plan provided by the Offeror. The completed Management Plan shall be used as a basis to begin the evaluation of this sub-factor.

Has the Government received the Management Plan for this Offeror? ____ YES ____ NO

Does the Management Plan received reflect all required elements? ____ YES ____ NO

2. **CCASS Ratings:** Contract Specialist shall provide CCASS Ratings for the Offeror.

Construction Rating (CCASS)

	Cooperation and Responsiveness	Effectiveness of Supervision	Coordination/ Control of Subcontractors
Number of Ratings: Outstanding	_____	_____	_____
Above Average	_____	_____	_____
Satisfactory	_____	_____	_____
Marginal	_____	_____	_____
Unsatisfactory	_____	_____	_____

/___/ GO /___/ NO – GO

3. **Management Plan Review:** Evaluators shall carefully review the Management Plan provided for the required content and to ascertain the Offeror's ability to manage multiple tasks to their completion. The review will also include discussions with points of contact or others regarding the Offeror's Management capabilities. Based on this review, provide a rating for the Management Effectiveness. Include a listing of any apparent weaknesses or strengths of the Offeror and the proposed project team.

/___/ GO /___/ NO – GO

Strengths: Include a listing of any identified or obvious strengths of the Offeror with respect to Offeror's Effectiveness..

Offeror: _____

Evaluator: _____

**PROPOSAL RATING WORKSHEET
FACTOR 3
CONSTRUCTION - MANAGEMENT
(Continued)**

Sub-factor A: Effectiveness (Continued)

Weaknesses: Include a listing of any identified or obvious weaknesses of the Offeror with respect to Offeror's Effectiveness.

Sub-factor A Overall Rating. /___/ GO /___/ NO – GO

Offeror: _____

Evaluator: _____

PROPOSAL RATING WORKSHEET
FACTOR 3
CONSTRUCTION - MANAGEMENT
(Continued)

Sub-factor B: Rapid Response

1. **General:** Evaluators will use this sub-factor to evaluate the Offeror's proposed response times provided in Appendix D. Appendix D shall be used as a basis to begin the evaluation of this sub-factor.

Has the Government received the completed Appendix D for this Offeror? ____ YES ____ NO

Does the time in Appendix D reflected in workdays? ____ YES ____ NO

2. **Response Time Review:** Evaluators shall carefully review the Appendix D provided for the required content against Government historical response times.

Sub-factor B Overall Rating. /_/ GO /_/ NO – GO

Strengths: Include a listing of any identified or obvious strengths of the Offeror with respect to Rapid Response.

Weaknesses: Include a listing of any identified or obvious weaknesses of the Offeror with respect to Rapid Response.

FACTOR 3 OVERALL RATING. /_/ GO /_/ NO – GO

Comments to support the OVERALL RATING:

Offeror: _____

Evaluator: _____

PROPOSAL RATING WORKSHEET
FACTOR 4
DESIGN –SPECIALIZED EXPERIENCE

1. General: Evaluators will use this factor to evaluate the Specialized Experience of the Offeror based on the Standard Form 254/255 provide. The completed Standard Form 254/255 shall be used as a basis to begin the evaluation of this factor.

Has Government Received the completed Standard Form 254/255 for this Offeror? ☐ YES ☐ NO

Do the Standard Form 254/255 received reflect projects completed or under design within the Last 3 Years?
☐ YES ☐ NO

2. Standard Form 254/255 Review: Evaluators shall carefully review the Standard Form 254/255 provided for the required content and to ascertain the Offeror's ability to show the depth of experience and competence in each of the identified elements. The review will also included discussions with points of contact or others regarding the Offeror's experience. Based on this review, provide a rating for experience. Include a listing of any apparent weaknesses or strengths of the Offeror and the proposed project team.

Specialized Experience and Technical Competence in:

Met Not Met
 (Go) (No-Go)

a. Design of repairs, additions, & alterations of buildings, roads, and drainage & utility systems.		
b. Design of new buildings, roads, and drainage and utility systems.		
c. Engineering studies & project planning.		
d. Topographic surveying		
e. Lead based paint, asbestos abatement design		
f. Shop drawing review & construction phase services and preparation of O&M manuals		
g. Originating design files in (*.dgn) format		

FATOR 4 OVERALL RATING /___/ **GO** /___/ **NO – GO**

Strengths: Include a listing of any identified or obvious strengths of the Offeror with respect to Specialized Experience and Technical Competence.

Offeror: _____

Evaluator: _____

PROPOSAL RATING WORKSHEET
FACTOR 4
DESIGN –SPECIALIZED EXPERIENCE
(Continued)

Weaknesses: Include a listing of any identified or obvious weaknesses of the Offeror with respect to Specialized Experience and Technical Competence.

Offeror: _____

Evaluator: _____

PROPOSAL RATING WORKSHEET
FACTOR 5
DESIGN - CAPACITY

1. General: Evaluators will use this factor to evaluate the Capacity in the required engineering disciplines of the Offeror based on the Standard Form 254/255 provide. The completed Standard Form 254/255 shall be used as a basis to begin the evaluation of this factor.

Has Government Received the completed Standard Form 254/255 for this Offeror? __ YES __ NO

2. Standard Form 254/255 Review: Evaluators shall carefully review the Standard Form 254/255 provided to ascertain the Offeror's capacity in the required engineering disciplines. The review may also included discussions with points of contact or others regarding the Offeror's personnel capacity. Based on this review, provide a rating for capacity. Include a listing of any apparent weaknesses or strengths of the Offeror and the proposed project team.

Discipline	Staff Required	Staff Indicated	Go/No-Go
Architectural	1		
Structural Engineer	1		
Civil Engineer	1		
Electrical Engineer	1		
Mechanical Engineer	1		
Fire Protection	1		
Industrial Hygienist (asbestos & lead paint specialist)	1		
Topographic Survey Crew	1		

FATOR 5 OVERALL RATING /__ / GO /__ / NO – GO

Strengths: Include a listing of any identified or obvious strengths of the Offeror with respect to Capacity.

.

Weaknesses: Include a listing of any identified or obvious weaknesses of the Offeror with respect to Capacity.

Offeror: _____

Evaluator: _____

PROPOSAL RATING WORKSHEET
FACTOR 6
DESIGN –PROFESSIONAL QUALIFICATIONS

1. General: Evaluators will use this factor to evaluate the Professional Qualifications in the required engineering disciplines of the Offeror based on the Standard Form 254/255 provide. The completed Standard Form 254/255 shall be used as a basis to begin the evaluation of this factor.

Has Government Received the completed Standard Form 254/255 for this Offeror? ☐ YES ☐ NO

Does the Standard Form 254/255 submitted by the Offeror contain a resume of professional qualifications for each of the engineering disciplines listed in FACTOR 5? ☐ YES ☐ NO

2. Standard Form 254/255 Review: Evaluators shall carefully review the Standard Form 254/255 provided to ascertain the Offeror's professional qualifications in the required engineering disciplines. The review may also included discussions with points of contact or others regarding the Offeror's professional qualifications. Based on this review, provide a rating for professional qualifications. Include a listing of any apparent weaknesses or strengths of the Offeror and the proposed project team.

FATOR 6 OVERALL RATING ☐ **GO** ☐ **NO – GO**

Strengths: Include a listing of any identified or obvious strengths of the Offeror with respect to Professional Qualifications

Weaknesses: Include a listing of any identified or obvious weaknesses of the Offeror with respect to Professional Qualifications.

Offeror: _____

Evaluator: _____

PROPOSAL RATING WORKSHEET
FACTOR 7
DESIGN –KNOWLEDGE OF LOCALITY

1. General: Evaluators will use this factor to evaluate Offeror's knowledge of locality as pertains to familiarity with design standards and practices in the area South Atlantic Division, U.S. Army Corps of Engineers. The completed Standard Form 254/255 shall be used as a basis to begin the evaluation of this factor.

Has Government Received the completed Standard Form 254/255 for this Offeror? ☐ YES ☐ NO

Does the Standard Form 254/255 submitted by the Offeror contain a list Design/Build IDIQ Contracts and Architect-Engineer IDIQ type contracts completed and/or in progress in the last five years? ☐ YES ☐ NO

2. Standard Form 254/255 Review: Evaluators shall carefully review the Standard Form 254/255 provided to ascertain the Offeror's knowledge of locality. The review may also included discussions with points of contact or others regarding the Offeror's knowledge of locality. Based on this review, provide a rating for knowledge of locality. Include a listing of any apparent weaknesses or strengths of the Offeror and the proposed project team.

LOCATION	SHOWN (Go)	NOT SHOWN (No-Go)
North Carolina		
South Carolina		
Georgia		

FACTOR 7 OVERALL RATING ☐ GO ☐ NO – GO

Strengths: Include a listing of any identified or obvious strengths of the Offeror with respect to Knowledge of Locality.

Weaknesses: Include a listing of any identified or obvious weaknesses of the Offeror with respect to Knowledge of Locality.

Offeror: _____

Evaluator: _____

SUMMARY RATING CHART			
FACTOR	Description	Rating*	Comments
1	CONSTRUCTION – PAST PERFORMANCE		
	Sub-factor A: Timeliness of Performance		
	Sub-factor B: Quality of Performance		
2	CONSTRUCTION – EXPERIENCE		
3	CONSTRUCTION – MANAGEMENT		
	Sub-factor A: Effectiveness		
	Sub-factor B: Rapid Response		
4	DESIGN – SPECIALIZED EXPERIENCE AND TECHNICAL COMPETENCE		
5	DESIGN - CAPACITY		
6	DESIGN – PROFESSIONAL QUALIFICATIONS		
7	DESIGN – KNOWLEDGE OF LOCALITY		
OVERALL PROPOSAL RATING			
* Ratings may be either: <p style="text-align: center;">GO or NO – GO</p>			

Offeror: _____

FACTOR No.	Description	Board Member 1	Board Member 2	Board Member 3	CONSENSUS
1	CONSTRUCTION – PAST PERFORMANCE				.
	Sub-factor A: Timeliness				
	Sub-factor B: Quality				
2	CONSTRUCTION - EXPERIENCE				
3	CONSTRUCTION - MANAGEMENT				
	Sub-factor A: Effectiveness				
	Sub-factor B: Rapid Response				
4	DESIGN – SPECIALIZED EXPERIENCE AND TECHNICAL COMPETENCE				
5	DESIGN - CAPACITY				
6	DESIGN – PROFESSIONAL QUALIFICATIONS				
7	DESIGN – KNOWLEDGE OF LOCALITY				
OVERALL RATING**					

Board Member 1_____
Board Member 2_____
Board Member 3_____
Board Chairperson

SECTION 00600 Representations & Certifications

CLAUSES INCORPORATED BY FULL TEXT

52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that --

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to --

(i) Those prices,

(ii) The intention to submit an offer, or

(iii) The methods of factors used to calculate the prices offered:

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory --

(1) Is the person in the offeror's organization responsible for determining the prices offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision _____ (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of provision)

52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991)

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of

this Certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989,--

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, Title 31, United States Code. Any person who makes an expenditure prohibited under this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(End of provision)

52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (MAY 1999)

(a) Definition. Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it () is a women-owned business concern.

(End of provision)

52.204-4003 TAXPAYER IDENTIFICATION

Taxpayer Identification Number (TIN),” as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(a) Taxpayer Identification Number (TIN).

___ TIN:_____

___ TIN has been applied for.

___ TIN is not required because:

___ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

___ Offeror is an agency or instrumentality of a foreign government;

___ Offeror is an agency or instrumentality of the Federal Government.

(b) Type of organization.

___ Sole proprietorship;

___ Partnership;

___ Corporate entity (not tax-exempt);

___ Corporate entity (tax-exempt);

___ Government entity (Federal, State, or local);

___ Foreign government;

___ International organization per 26 CFR 1.6049-4;

___ Other _____

(c) Common parent.

___ Offeror is not owned or controlled by a common parent

___ Name and TIN of common parent:

Name _____

TIN _____

(End of provision)

52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are () are not () presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have () have not (), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property;

(C) Are () are not () presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has () has not (), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2001) ALTERNATE I (OCT 2000) & ALTERNATE II (OCT 2000)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 233320.

(2) The small business size standard is \$28.5M.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

(6) (Complete only if offeror represented itself as small business concern in paragraph (b)(1) of this provision). The offeror represents, as part of its offer, that--

(i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(7) (Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.) The offeror shall check the category in which its ownership falls:

() Black American.

() Hispanic American.

() Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

() Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

() Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

(c) Definitions. As used in this provision--

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

Women-owned small business concern means a small business concern --

(1) That is at least 51 percent owned by one or more women; in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

52.219-19 SMALL BUSINESS CONCERN REPRESENTATION FOR THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM (OCT 2000)

(a) Definition.

"Emerging small business" as used in this solicitation, means a small business concern whose size is no greater than 50 percent of the numerical size standard applicable to the North American Industry Classification System (NAICS) code assigned to a contracting opportunity.

(b) [Complete only if the Offeror has represented itself under the provision at 52.219-1 as a small business concern under the size standards of this solicitation.] The Offeror [] is, [] is not an emerging small business.

(c) (Complete only if the Offeror is a small business or an emerging small business, indicating its size range.)

Offeror's number of employees for the past 12 months (check this column if size standard stated in solicitation is expressed in terms of number of employees) or Offeror's average annual gross revenue for the last 3 fiscal years (check this column if size standard stated in solicitation is expressed in terms of annual receipts). (Check one of the following.)

No. of Employees Avg. Annual Gross Revenues

☐ 50 or fewer ☐ \$1 million or less
☐ 51 - 100 ☐ \$1,000,001 - \$2 million
☐ 101 - 250 ☐ \$2,000,001 - \$3.5 million
☐ 251 - 500 ☐ \$3,500,001 - \$5 million
☐ 501 - 750 ☐ \$5,000,001 - \$10 million
☐ 751 - 1,000 ☐ \$10,000,001 - \$17 million
☐ Over 1,000 ☐ Over \$17 million

(End of provision)

52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

- (a) ☐ It has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;
- (b) ☐ It has, ☐ has not, filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (OCT 2000)

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons:
(Check each block that is applicable.)

[] (i) The facility does not manufacture, process or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

[] (ii) The facility does not have 10 or more full-time employees as specified in section 313.(b)(1)(A) of EPCRA 42 U.S.C. 11023(b)(1)(A);

[] (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

[] (iv) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or

[] (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)

(a) "Definitions."

As used in this provision --

(a) "Government of a terrorist country" includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) "Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for such acts of international terrorism. As of the date of this provision, terrorist countries include: Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria.

(3) "Significant interest" means --

(i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;

(ii) Holding a management position in the firm, such as a director or officer;

(iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

(iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or

(v) Holding 50 percent or more of the indebtedness of a firm.

(b) "Prohibition on award."

In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) "Disclosure."

If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclose such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include --

- (1) Identification of each government holding a significant interest; and
- (2) A description of the significant interest held by each government.

(End of provision)

252.209-7003 COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (MAR 1998)

By submission of its offer, the offeror represents that, if it is subject to the reporting requirements of 37 U.S.C. 4212(d) (i.e., the VETS-100 report required by Federal Acquisition Regulation clause 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era), it has submitted the most recent report required by 38 U.S.C. 4212(d).

252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it:

____ (1) Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

____ (2) Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

SECTION 00700 Contract Clauses

CLAUSES INCORPORATED BY REFERENCE:

52.202-1 Alt I	Definitions (Dec 2001) --Alternate I	MAY 2001
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 1997
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUL 1995
52.211-15	Defense Priority And Allocation Requirements	SEP 1990
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-11	Price Reduction for Defective Cost or Pricing Data--Modifications	OCT 1997
52.215-13	Subcontractor Cost or Pricing Data--Modifications	OCT 1997
52.219-8	Utilization of Small Business Concerns	OCT 2000
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-3	Convict Labor	AUG 1996
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	SEP 2000
52.222-6	Davis Bacon Act	FEB 1995
52.222-7	Withholding of Funds	FEB 1988
52.222-8	Payrolls and Basic Records	FEB 1988
52.222-9	Apprentices and Trainees	FEB 1988
52.222-10	Compliance with Copeland Act Requirements	FEB 1988
52.222-11	Subcontracts (Labor Standards)	FEB 1988
52.222-12	Contract Termination-Debarment	FEB 1988
52.222-13	Compliance with Davis-Bacon and Related Act Regulations.	FEB 1988
52.222-14	Disputes Concerning Labor Standards	FEB 1988
52.222-15	Certification of Eligibility	FEB 1988
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	FEB 1999
52.222-27	Affirmative Action Compliance Requirements for Construction	FEB 1999
52.222-30	Davis-Bacon Act--Price Adjustment INone or Separately Specified Pricing Method)	DEC 2001
52.222-35	Equal Opportunity For Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans	DEC 2001
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era and Other Eligible Veterans	DEC 2001
52.222-41	Service Contract Act Of 1965, As Amended	MAY 1989
52.222-43	Fair Labor Standards Act And Service Contract Act - Price Adjustment (Multiple Year And Option)	MAY 1989
52.223-5	Pollution Prevention and Right-to-Know Information	APR 1998
52.223-6	Drug Free Workplace	MAY 2001
52.223-14	Toxic Chemical Release Reporting	OCT 2000

52.225-13	Restrictions on Certain Foreign Purchases	JUL 2000
52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	JUN 2000
52.227-1	Authorization and Consent	JUL 1995
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
52.227-4	Patent Indemnity-Construction Contracts	APR 1984
52.228-2	Additional Bond Security	OCT 1997
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.228-11	Pledges Of Assets	FEB 1992
52.228-12	Prospective Subcontractor Requests for Bonds	OCT 1995
52.228-15	Performance and Payment Bonds--Construction	JUL 2000
52.229-2	North Carolina State and Local Sales and Use Tax	APR 1984
52.229-3	Federal, State And Local Taxes	JAN 1991
52.229-5	Taxes--Contracts Performed In U S Possessions Or Puerto Rico	APR 1984
52.232-5	Payments under Fixed-Price Construction Contracts	MAY 1997
52.232-10	Payments under Fixed-Price Architect-Engineer Contracts	AUG 1987
52.232-17	Interest	JUN 1996
52.232-23	Assignment Of Claims	JAN 1986
52.233-1	Disputes	DEC 1998
52.233-3	Protest After Award	AUG 1996
52.236-2	Differing Site Conditions	APR 1984
52.236-3	Site Investigation and Conditions Affecting the Work	APR 1984
52.236-5	Material and Workmanship	APR 1984
52.236-6	Superintendence by the Contractor	APR 1984
52.236-7	Permits and Responsibilities	NOV 1991
52.236-8	Other Contracts	APR 1984
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	APR 1984
52.236-10	Operations and Storage Areas	APR 1984
52.236-11	Use and Possession Prior to Completion	APR 1984
52.236-12	Cleaning Up	APR 1984
52.236-13 Alt I	Accident Prevention (Nov 1991) - Alternate I	NOV 1991
52.236-15	Schedules for Construction Contracts	APR 1984
52.236-17	Layout of Work	APR 1984
52.236-21	Specifications and Drawings for Construction	FEB 1997
52.236-26	Preconstruction Conference	FEB 1995
52.242-13	Bankruptcy	JUL 1995
52.242-14	Suspension of Work	APR 1984
52.243-1 Alt III	Changes--Fixed Price (Aug 1987) - Alternate III	APR 1984
52.243-4	Changes	AUG 1987
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	DEC 2001
52.248-3	Value Engineering-Construction	FEB 2000
52.249-2 Alt I	Termination for Convenience of the Government (Fixed-Price) (Sep 1996) - Alternate I	SEP 1996
52.249-7	Termination (Fixed-Price Architect-Engineer)	APR 1984
52.249-10	Default (Fixed-Price Construction)	APR 1984
52.249-5000	Basis for Settlement of Proposals - EFARS	MAY 1999
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	MAR 1999
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004	Required Central Contractor Registration	NOV 2001

252.205-7000	Provisions Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7000	Acquisition From Subcontractors Subject To On-Site Inspection	NOV 1995
252.209-7004	Under The Intermediate Range Nuclear Forces (INF) Treaty Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.215-7000	Pricing Adjustments	DEC 1991
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 1993
252.225-7012	Preference For Certain Domestic Commodities	AUG 2000
252.225-7031	Secondary Arab Boycott Of Israel	JUN 1992
252.227-7022	Government Rights (Unlimited)	MAR 1979
252.227-7033	Rights in Shop Drawings	APR 1966
252.236-7001	Contract Drawings, Maps, and Specifications	AUG 2000
252.236-7005	Airfield Safety Precautions	DEC 1991
252.242-7000	Postaward Conference	DEC 1991
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	MAR 2000
252.247-7023	Transportation of Supplies by Sea	MAR 2000
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

CLAUSES INCORPORATED BY FULL TEXT

52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from **date of award** through **one year**.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than **\$2,500.00**, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

(1) Any order for a single item in excess of **\$500,000.00**

(2) Any order for a combination of items in excess of **\$2,000,000.00** or

(3) A series of orders from the same ordering office within **30** days that together call for quantities exceeding the

limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 10 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after **the performance period of all task orders issued.**

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 calendar days provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 calendar days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 3 years.

(End of clause)

52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (JAN 1999)

(a) Definition. HUBZone small business concern, as used in this clause, means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

(b) Evaluation preference. (1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except--

(i) Offers from HUBZone small business concerns that have not waived the evaluation preference;

(ii) Otherwise successful offers from small business concerns;

(iii) Otherwise successful offers of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is exceeded (see 25.402 of the Federal Acquisition Regulation (FAR)); and

(iv) Otherwise successful offers where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government.

(2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.

(3) A concern that is both a HUBZone small business concern and a small disadvantaged business concern will receive the benefit of both the HUBZone small business price evaluation preference and the small disadvantaged business price evaluation adjustment (see FAR clause 52.219-23). Each applicable price evaluation preference or adjustment shall be calculated independently against an offeror's base offer.

These individual preference amounts shall be added together to arrive at the total evaluated price for that offer.

(c) Waiver of evaluation preference. A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply if the offeror has waived the evaluation preference.

___ Offeror elects to waive the evaluation preference.

(d) Agreement. A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;

(3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns; or

(4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns.

(e) A HUBZone joint venture agrees that in the performance of the contract, the applicable percentage specified in paragraph (d) of this clause will be performed by the HUBZone small business participant or participants.

(f) A HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business manufacturer concerns. This paragraph does not apply in connection with construction or service contracts.

(End of clause)

(a) This clause does not apply to small business concerns.

(b) Definitions. As used in this clause--

Commercial item means a product or service that satisfies the definition of commercial item in section 2.101 of the Federal Acquisition Regulation.

Commercial plan means a subcontracting plan (including goals) that covers the offeror's fiscal year and that applies to the entire production of commercial items sold by either the entire company or a portion thereof (e.g., division, plant, or product line).

Individual contract plan means a subcontracting plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the offeror's planned subcontracting in support of the specific contract, except that indirect costs incurred for common or joint purposes may be allocated on a prorated basis to the contract.

Master plan means a subcontracting plan that contains all the required elements of an individual contract plan, except goals, and may be incorporated into individual contract plans, provided the master plan has been approved.

Subcontract means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

(c) Proposals submitted in response to this solicitation shall include a subcontracting plan that separately addresses subcontracting with small business, veteran-owner small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns. If the offeror is submitting an individual contract plan, the plan must separately address subcontracting with small business, veteran-owner small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns, with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate a subcontracting plan shall make the offeror ineligible for award of a contract.

(d) The offeror's subcontracting plan shall include the following:

(1) Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns as subcontractors. Service-disabled veteran-owned small business concerns meet the definition of veteran-owned small business concerns, and offerors may include them within the subcontracting plan goal for veteran-owned small business concerns. A separate goal for service-disabled veteran-owned small business concerns is not required. The offeror shall include all subcontracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs.

(2) A statement of--

(i) Total dollars planned to be subcontracted for an individual contract plan; or the offeror's total projected sales, expressed in dollars, and the total value of projected subcontracts to support the sales for a commercial plan;

(ii) Total dollars planned to be subcontracted to small business concerns;

(iii) Total dollars planned to be subcontracted to veteran-owned small business concerns;

(iv) Total dollars planned to be subcontracted to service-disabled veteran-owned small business;

(v) Total dollars planned to be subcontracted to HUBZone small business concerns;

(vi) Total dollars planned to be subcontracted to small disadvantaged business concerns; and

(vi) Total dollars planned to be subcontracted to women-owned small business concerns.

(3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to--

(i) Small business concerns;

(ii) Veteran-owned small business concerns;

(iii) Service-disabled veteran-owned small business concerns;

(iv) HUBZone small business concerns;

(v) Small disadvantaged business concerns; and

(vi) Women-owned small business concerns.

(4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.

(5) A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, the Procurement Marketing and Access Network (PRO-Net) of the Small Business Administration (SBA), veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged, and women-owned small business trade associations). A firm may rely on the information contained in PRO-Net as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small, veteran-owned small, (iii) Service-disabled veteran-owned small business concerns; HUBZone small, small disadvantaged, and women-owned small business source list. Use of PRO-Net as its source list does not relieve a firm of its responsibilities (e.g., outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.

(6) A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with—

(i) Small business concerns;

(ii) Veteran-owned small business concerns;

(iii) Service-disabled veteran-owned small business concerns;

(iv) HUBZone small business concerns;

(v) Small disadvantaged business concerns; and

(vi) Women-owned small business concerns.

(7) The name of the individual employed by the offeror who will administer the offeror's subcontracting program, and a description of the duties of the individual.

(8) A description of the efforts the offeror will make to assure that small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business and women-owned small business concerns have an equitable opportunity to compete for subcontracts.

(9) Assurances that the offeror will include the clause of this contract entitled ``Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that the offeror will require all subcontractors (except small business concerns) that receive subcontracts in excess of \$500,000 (\$1,000,000 for construction of any public facility) to adopt a subcontracting plan that complies with the requirements of this clause.

(10) Assurances that the offeror will--

(i) Cooperate in any studies or surveys as may be required;

(ii) Submit periodic reports so that the Government can determine the extent of compliance by the offeror with the subcontracting plan;

(iii) Submit Standard Form (SF) 294, Subcontracting Report for Individual Contracts, and/or SF 295, Summary Subcontract Report, in accordance with paragraph (j) of this clause. The reports shall provide information on subcontract awards to small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, women-owned small business concerns, and Historically Black Colleges and Universities and Minority Institutions. Reporting shall be in accordance with the instructions on the forms or as provided in agency regulations.

(iv) Ensure that its subcontractors agree to submit SF 294 and SF 295.

(11) A description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the offeror's efforts to locate small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated)

(i) Source lists (e.g., PRO-Net), guides, and other data that identify small business, veteran-owner small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.

(ii) Organizations contacted in an attempt to locate sources that are small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concerns.

(iii) Records on each subcontract solicitation resulting in an award of more than \$100,000, indicating--

(A) Whether small business concerns were solicited and, if not, why not;

(B) Whether veteran-owned small business concerns were solicited and, if not, why not;

(C) Whether service-disabled veteran-owned small business concerns were solicited and, if not, why not;

(D) Whether HUBZone small business concerns were solicited and, if not, why not;

(E) Whether small disadvantaged business concerns were solicited and, if not, why not;

(F) Whether women-owned small business concerns were solicited and, if not, why not; and

(G) If applicable, the reason award was not made to a small business concern.

(iv) Records of any outreach efforts to contact--

(A) Trade associations;

(B) Business development organizations;

(C) Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, and women-owned small business sources; and

(D) Veterans service organizations.

(v) Records of internal guidance and encouragement provided to buyers through--

(A) Workshops, seminars, training, etc.; and

(B) Monitoring performance to evaluate compliance with the program's requirements.

(vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.

(e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:

(1) Assist small business, veteran-owner small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor's lists of potential small business, veteran-owner small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.

(2) Provide adequate and timely consideration of the potentialities of small business, veteran-owner small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns in all "make-or-buy" decisions.

(3) Counsel and discuss subcontracting opportunities with representatives of small business, veteran-owner small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business firms.

(4) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, veteran-owner small business, HUBZone small, small disadvantaged, or women-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.

(f) A master plan on a plant or division-wide basis that contains all the elements required by paragraph (d) of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan required of the offeror by this clause; provided--

(1) the master plan has been approved,

(2) the offeror ensures that the master plan is updated as necessary and provides copies of the approved master plan, including evidence of its approval, to the Contracting Officer, and

(3) goals and any deviations from the master plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.

(g) A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial items. The commercial plan shall relate to the offeror's planned subcontracting generally, for both commercial and Government business, rather than solely to the Government contract. Commercial plans are also preferred for subcontractors that provide commercial items under a prime contract, whether or not the prime contractor is supplying a commercial item.

(h) Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.

(i) The failure of the Contractor or subcontractor to comply in good faith with (1) the clause of this contract entitled "Utilization Of Small Business Concerns," or (2) an approved plan required by this clause, shall be a material breach of the contract.

(j) The Contractor shall submit the following reports:

(1) Standard Form 294, Subcontracting Report for Individual Contracts. This report shall be submitted to the Contracting Officer semiannually and at contract completion. The report covers subcontract award data related to this contract. This report is not required for commercial plans.

(2) Standard Form 295, Summary Subcontract Report. This report encompasses all of the contracts with the awarding agency. It must be submitted semi-annually for contracts with the Department of Defense and annually for contracts with civilian agencies. If the reporting activity is covered by a commercial plan, the reporting activity must report annually all subcontract awards under that plan. All reports submitted at the close of each fiscal year (both individual and commercial plans) shall include a breakout, in the Contractor's format, of subcontract awards, in whole dollars, to small disadvantaged business concerns by North American Industry Classification System (NAICS) Industry Subsector. For a commercial plan, the Contractor may obtain from each of its subcontractors a predominant NAICS Industry Subsector and report all awards to that subcontractor under its predominant NAICS Industry Subsector.

(End of clause)

52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION

Employee Class Monetary Wage-Fringe Benefits

Secretary	\$12.66 hr
Clerks	\$10.55 hr

(End of clause)

52.225-11 BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM--CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (FEB 2002)

(a) Definitions. As used in this clause--

Component means an article, material, or supply incorporated directly into a construction material.

Construction material means an article, material, or supply brought to the construction site by the Contractor or subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

Cost of components means--

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

Designated country means any of the following countries: Aruba, Austria, Bangladesh, Belgium, Benin, Bhutan, Botswana, Burkina Faso, Burundi, Canada, Cape Verde, Central African Republic, Chad, Comoros, Denmark, Djibouti, Equatorial Guinea, Finland, France, Gambia, Germany, Greece, Guinea, Guinea-Bissau, Haiti, Hong Kong, Iceland, Ireland, Israel, Italy, Japan.

Kiribati, Korea, Republic of, Lesotho, Liechtenstein, Luxembourg, Malawi, Maldives, Mali, Mozambique, Nepal, Netherlands, Niger, Norway, Portugal, Rwanda.

Sao Tome and Principe, Sierra Leone, Singapore, Somalia, Spain, Sweden, Switzerland, Tanzania U.R., Togo, Tuvalu, Uganda, United Kingdom, Vanuatu, Western Samoa, Yemen.

Designated country construction material means a construction material that--

(1) Is wholly the growth, product, or manufacture of a designated country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a designated country into a new and different construction material distinct from the materials from which it was transformed.

Domestic construction material means--

(1) An unmanufactured construction material mined or produced in the United States; or

(2) A construction material manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic.

Foreign construction material means a construction material other than a domestic construction material.

North American Free Trade Agreement country means Canada or Mexico.

North American Free Trade Agreement country construction material means a construction material that--

(1) Is wholly the growth, product, or manufacture of a North American Free Trade Agreement (NAFTA) country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a NAFTA country into a new and different construction material distinct from the materials from which it was transformed.

United States means the 50 States and the District of Columbia, U.S. territories and possessions, Puerto Rico, the Northern Mariana Islands, and any other place subject to U.S. jurisdiction, but does not include leased bases.

(b) Construction materials. (1) This clause implements the Buy American Act (41 U.S.C. 10a-10d) and the Balance of Payments Program by providing a preference for domestic construction material. In addition, the Contracting Officer has determined that the Trade Agreements Act and the North American Free Trade Agreement (NAFTA) apply to this acquisition. Therefore, the Buy American Act and Balance of Payments Program restrictions are waived for designated country and NAFTA country construction materials.

(2) The Contractor shall use only domestic, designated country, or NAFTA country construction material in performing this contract, except as provided in paragraphs (b)(3) and (b)(4) of this clause.

(3) The requirement in paragraph (b)(2) of this clause does not apply to the construction materials or components listed by the Government as follows: none.

(4) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(3) of this clause if the Government determines that--

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the restrictions of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent. For determination of unreasonable cost under the Balance of Payments Program, the Contracting Officer will use a factor of 50 percent;

(ii) The application of the restriction of the Buy American Act or Balance of Payments Program to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) Request for determination of inapplicability of the Buy American Act or Balance of Payments Program. (1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(4) of this clause shall include adequate information for Government evaluation of the request, including--

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American Act or Balance of Payments Program applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(4)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American Act or Balance of Payments Program applies, use of foreign construction material is noncompliant with the Buy American Act or Balance of Payments Program.

(d) Data. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Price Comparison

Construction material description	Unit of measure	Quantity	Price (dollars) \1\
Item 1:			
Foreign construction material....			
Domestic construction material...			
Item 2:			
Foreign construction material....			
Domestic construction material...			

\1\ Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).

List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.

Include other applicable supporting information.

(End of clause)

52.228-14 IRREVOCABLE LETTER OF CREDIT (DEC 1999)

(a) "Irrevocable letter of credit" (ILC), as used in this clause, means a written commitment by a federally insured financial institution to pay all or part of a stated amount of money, until the expiration date of the letter, upon presentation by the Government (the beneficiary) of a written demand therefor. Neither the financial institution nor the offeror/Contractor can revoke or condition the letter of credit.

(b) If the offeror intends to use an ILC in lieu of a bid bond, or to secure other types of bonds such as performance and payment bonds, the letter of credit and letter of confirmation formats in paragraphs (e) and (f) of this clause

shall be used.

(c) The letter of credit shall be irrevocable, shall require presentation of no document other than a written demand and the ILC (including confirming letter, if any), shall be issued/confirmed by an acceptable federally insured financial institution as provided in paragraph (d) of this clause, and--

(1) If used as a bid guarantee, the ILC shall expire no earlier than 60 days after the close of the bid acceptance period;

(2) If used as an alternative to corporate or individual sureties as security for a performance or payment bond, the offeror/Contractor may submit an ILC with an initial expiration date estimated to cover the entire period for which financial security is required or may submit an ILC with an initial expiration date that is a minimum period of one year from the date of issuance. The ILC shall provide that, unless the issuer provides the beneficiary written notice of non-renewal at least 60 days in advance of the current expiration date, the ILC is automatically extended without amendment for one year from the expiration date, or any future expiration date, until the period of required coverage is completed and the Contracting Officer provides the financial institution with a written statement waiving the right to payment. The period of required coverage shall be:

(i) For contracts subject to the Miller Act, the later of--

(A) One year following the expected date of final payment;

(B) For performance bonds only, until completion of any warranty period; or

(C) For payment bonds only, until resolution of all claims filed against the payment bond during the one-year period following final payment.

(ii) For contracts not subject to the Miller Act, the later of--

(A) 90 days following final payment; or

(B) For performance bonds only, until completion of any warranty period.

(d) Only federally insured financial institutions rated investment grade or higher shall issue or confirm the ILC. The offeror/Contractor shall provide the Contracting Officer a credit rating that indicates the financial institution has the required rating(s) as of the date of issuance of the ILC. Unless the financial institution issuing the ILC had letter of credit business of less than \$25 million in the past year, ILCs over \$5 million must be confirmed by another acceptable financial institution that had letter of credit business of less than \$25 million in the past year.

(e) The following format shall be used by the issuing financial institution to create an ILC:

[Issuing Financial Institution's Letterhead or Name and Address]

Issue Date _____

IRREVOCABLE LETTER OF CREDIT NO. _____

Account party's name _____

Account party's address _____

For Solicitation No. _____ (for reference only)

TO: [U.S. Government agency]

[U.S. Government agency's address]

1. We hereby establish this irrevocable and transferable Letter of Credit in your favor for one or more drawings up to United States \$ _____. This Letter of Credit is payable at [issuing financial institution's and, if any, confirming financial institution's] office at [issuing financial institution's address and, if any, confirming financial institution's address] and expires with our close of business on _____, or any automatically extended expiration date.

2. We hereby undertake to honor your or the transferee's sight draft(s) drawn on the issuing or, if any, the confirming financial institution, for all or any part of this credit if presented with this Letter of Credit and confirmation, if any, at the office specified in paragraph 1 of this Letter of Credit on or before the expiration date or any automatically extended expiration date.

3. [This paragraph is omitted if used as a bid guarantee, and subsequent paragraphs are renumbered.] It is a condition of this Letter of Credit that it is deemed to be automatically extended without amendment for one year from the expiration date hereof, or any future expiration date, unless at least 60 days prior to any expiration date, we notify you or the transferee by registered mail, or other receipted means of delivery, that we elect not to consider this Letter of Credit renewed for any such additional period. At the time we notify you, we also agree to notify the account party (and confirming financial institution, if any) by the same means of delivery.

4. This Letter of Credit is transferable. Transfers and assignments of proceeds are to be effected without charge to either the beneficiary or the transferee/assignee of proceeds. Such transfer or assignment shall be only at the written direction of the Government (the beneficiary) in a form satisfactory to the issuing financial institution and the confirming financial institution, if any.

5. This Letter of Credit is subject to the Uniform Customs and Practice (UCP) for Documentary Credits, 1993 Revision, International Chamber of Commerce Publication No. 500, and to the extent not inconsistent therewith, to the laws of _____ [state of confirming financial institution, if any, otherwise state of issuing financial institution].

6. If this credit expires during an interruption of business of this financial institution as described in Article 17 of the UCP, the financial institution specifically agrees to effect payment if this credit is drawn against within 30 days after the resumption of our business.

Sincerely,

[Issuing financial institution]

(f) The following format shall be used by the financial institution to confirm an ILC:

[Confirming Financial Institution's Letterhead or Name and Address]

(Date) _____

Our Letter of Credit Advice Number _____

Beneficiary: _____ [U.S. Government agency]

Issuing Financial Institution: _____

Issuing Financial Institution's LC No.: _____

Gentlemen:

1. We hereby confirm the above indicated Letter of Credit, the original of which is attached, issued by _____ [name of issuing financial institution] for drawings of up to United States dollars _____/U.S. \$ _____ and expiring with our close of business on _____ [the expiration date], or any automatically extended expiration date.

2. Draft(s) drawn under the Letter of Credit and this Confirmation are payable at our office located at _____.

3. We hereby undertake to honor sight draft(s) drawn under and presented with the Letter of Credit and this Confirmation at our offices as specified herein.

4. [This paragraph is omitted if used as a bid guarantee, and subsequent paragraphs are renumbered.] It is a condition of this confirmation that it be deemed automatically extended without amendment for one year from the expiration date hereof, or any automatically extended expiration date, unless:

(a) At least 60 days prior to any such expiration date, we shall notify the Contracting Officer, or the transferee and the issuing financial institution, by registered mail or other receipted means of delivery, that we elect not to consider this confirmation extended for any such additional period; or

(b) The issuing financial institution shall have exercised its right to notify you or the transferee, the account party, and ourselves, of its election not to extend the expiration date of the Letter of Credit.

5. This confirmation is subject to the Uniform Customs and Practice (UCP) for Documentary Credits, 1993 Revision, International Chamber of Commerce Publication No. 500, and to the extent not inconsistent therewith, to the laws of _____ [state of confirming financial institution].

6. If this confirmation expires during an interruption of business of this financial institution as described in Article 17 of the UCP, we specifically agree to effect payment if this credit is drawn against within 30 days after the resumption of our business.

Sincerely,

[Confirming financial institution]

(g) The following format shall be used by the Contracting Officer for a sight draft to draw on the Letter of Credit:

SIGHT DRAFT

[City, State]

(Date) _____

[Name and address of financial institution]

Pay to the order of _____ [Beneficiary Agency] _____ the sum of United States \$ _____.
This draft is drawn under Irrevocable Letter of Credit No. _____.

[Beneficiary Agency]

By: _____

(End of clause)

52.231-5000 EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE
MAR 1995)--EFARS

(a) This clause does not apply to terminations. See 52.249-5000, Basis for Settlement of Proposals and FAR Part 49.

(b) Allowable cost for construction and marine plant and equipment in sound workable condition owned or controlled and furnished by a contractor or subcontractor at any tier shall be based on actual cost data for each piece of equipment or groups of similar serial and series for which the Government can determine both ownership and operating costs from the contractor's accounting records. When both ownership and operating costs cannot be determined for any piece of equipment or groups of similar serial or series equipment from the contractor's accounting records, costs for that equipment shall be based upon the applicable provisions of EP 1110-1-8, Construction Equipment Ownership and Operating Expense Schedule, Region _____. Working conditions shall be considered to be average for determining equipment rates using the schedule unless specified otherwise by the contracting officer. For equipment not included in the schedule, rates for comparable pieces of equipment may be used or a rate may be developed using the formula provided in the schedule. For forward pricing, the schedule in effect at the time of negotiations shall apply. For retroactive pricing, the schedule in effect at the time the work was performed shall apply.

(c) Equipment rental costs are allowable, subject to the provisions of FAR 31.105(d)(ii) and FAR 31.205-36. Rates for equipment rented from an organization under common control, lease-purchase arrangements, and sale-leaseback arrangements, will be determined using the schedule, except that actual rates will be used for equipment leased from an organization under common control that has an established practice of leasing the same or similar equipment to unaffiliated lessees.

(d) When actual equipment costs are proposed and the total amount of the pricing action exceeds the small purchase threshold, the contracting officer shall request the contractor to submit either certified cost or pricing data, or partial/limited data, as appropriate. The data shall be submitted on Standard Form 1411, Contract Pricing Proposal Cover Sheet.

(End of clause)

52.232-27 PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS (FEB 2002)

Notwithstanding any other payment terms in this contract, the Government will make invoice payments under the terms and conditions specified in this clause. The Government considers payment as being made on the day a check is dated or the date of an electronic funds transfer. Definitions of pertinent terms are set forth in sections 2.101, 32.001, and 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see paragraph (a)(3) concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice payments--(1) Types of invoice payments. For purposes of this clause, there are several types of invoice payments that may occur under this contract, as follows:

(i) Progress payments, if provided for elsewhere in this contract, based on Contracting Officer approval of the estimated amount and value of work or services performed, including payments for reaching milestones in any project.

(A) The due date for making such payments is 14 days after the designated billing office receives a proper payment request. If the designated billing office fails to annotate the payment request with the actual date of receipt at the time of receipt, the payment due date is the 14th day after the date of the Contractor's payment request, provided the designated billing office receives a proper payment request and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(B) The due date for payment of any amounts retained by the Contracting Officer in accordance with the clause at 52.232-5, Payments Under Fixed-Price Construction Contracts, is as specified in the contract or, if not specified, 30 days after approval by the Contracting Officer for release to the Contractor.

(ii) Final payments based on completion and acceptance of all work and presentation of release of all claims against the Government arising by virtue of the contract, and payments for partial deliveries that have been accepted by the Government (e.g., each separate building, public work, or other division of the contract for which the price is stated separately in the contract).

(A) The due date for making such payments is the later of the following two events:

(1) The 30th day after the designated billing office receives a proper invoice from the Contractor.

(2) The 30th day after Government acceptance of the work or services completed by the Contractor. For a final invoice when the payment amount is subject to contract settlement actions (e.g., release of claims), acceptance is deemed to occur on the effective date of the contract settlement.

(B) If the designated billing office fails to annotate the invoice with the date of actual receipt at the time of receipt, the invoice payment due date is the 30th day after the date of the Contractor's invoice, provided the designated billing office receives a proper invoice and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(2) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraphs (a)(2)(i) through (a)(2)(xi) of this clause. If the invoice does not comply with these requirements, the designated billing office must return it within 7 days after receipt, with the reasons why it is not a proper invoice. When computing any interest penalty owed the Contractor, the Government will take into account if the Government notifies the Contractor of an improper invoice in an untimely manner.

(i) Name and address of the Contractor.

(ii) Invoice date and invoice number. (The Contractor should date invoices as close as possible to the date of mailing or transmission.)

(iii) Contract number or other authorization for work or services performed (including order number and contract line item number).

(iv) Description of work or services performed.

(v) Delivery and payment terms (e.g., discount for prompt payment terms).

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.

(viii) For payments described in paragraph (a)(1)(i) of this clause, substantiation of the amounts requested and certification in accordance with the requirements of the clause at 52.232-5, Payments Under Fixed-Price Construction Contracts.

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision (e.g., 52.232-38, Submission of Electronic Funds Transfer Information with Offer), contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(xi) Any other information or documentation required by the contract.

(3) Interest penalty. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(3)(i) through (a)(3)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday, the designated payment office may make payment on the following working day without incurring a late payment interest penalty.

(i) The designated billing office received a proper invoice.

(ii) The Government processed a receiving report or other Government documentation authorizing payment and there was no disagreement over quantity, quality, Contractor compliance with any contract term or condition, or requested progress payment amount.

(iii) In the case of a final invoice for any balance of funds due the Contractor for work or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(4) Computing penalty amount. The Government will compute the interest penalty in accordance with the Office of Management and Budget prompt payment regulations at 5 CFR part 1315.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor for payments described in paragraph (a)(1)(ii) of this clause, Government acceptance or approval is deemed to occur constructively on the 7th day after the Contractor has completed the work or services in accordance with the terms and conditions of the contract. If actual acceptance or approval occurs within the constructive acceptance or approval period, the Government will base the determination of an interest penalty on the actual date of acceptance or approval. Constructive acceptance or constructive approval requirements do not apply if there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. These requirements also do not compel Government officials to accept work or services, approve Contractor estimates, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The prompt payment regulations at 5 CFR 1315.10(c) do not require the Government to pay interest penalties if payment delays are due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the contract. The Government and the Contractor shall resolve claims involving disputes, and any interest that may be payable in accordance with the clause at FAR 52.233-1, Disputes.

(5) Discounts for prompt payment. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if the Government takes a discount for prompt payment improperly. The Government will calculate the interest penalty in accordance with the prompt payment regulations at 5 CFR part 1315.

(6) Additional interest penalty. (i) The designated payment office will pay a penalty amount, calculated in accordance with the prompt payment regulations at 5 CFR part 1315 in addition to the interest penalty amount only if--

(A) The Government owes an interest penalty of \$1 or more;

(B) The designated payment office does not pay the interest penalty within 10 days after the date the invoice amount is paid; and

(C) The Contractor makes a written demand to the designated payment office for additional penalty payment, in accordance with paragraph (a)(6)(ii) of this clause, postmarked not later than 40 days after the date the invoice amount is paid.

(ii)(A) The Contractor shall support written demands for additional penalty payments with the following data. The Government will not request any additional data. The Contractor shall--

(1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;

(2) Attach a copy of the invoice on which the unpaid late payment interest was due; and

(3) State that payment of the principal has been received, including the date of receipt.

(B) If there is no postmark or the postmark is illegible--

(1) The designated payment office that receives the demand will annotate it with the date of receipt provided the demand is received on or before the 40th day after payment was made; or

(2) If the designated payment office fails to make the required annotation, the Government will determine the demand's validity based on the date the Contractor has placed on the demand, provided such date is no later than the 40th day after payment was made.

(b) Contract financing payments. If this contract provides for contract financing, the Government will make contract financing payments in accordance with the applicable contract financing clause.

(c) Subcontract clause requirements. The Contractor shall include in each subcontract for property or services (including a material supplier) for the purpose of performing this contract the following:

(1) Prompt payment for subcontractors. A payment clause that obligates the Contractor to pay the subcontractor for satisfactory performance under its subcontract not later than 7 days from receipt of payment out of such amounts as are paid to the Contractor under this contract.

(2) Interest for subcontractors. An interest penalty clause that obligates the Contractor to pay to the subcontractor an interest penalty for each payment not made in accordance with the payment clause--

(i) For the period beginning on the day after the required payment date and ending on the date on which payment of the amount due is made; and

(ii) Computed at the rate of interest established by the Secretary of the Treasury, and published in the Federal Register, for interest payments under section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) in effect at the time the Contractor accrues the obligation to pay an interest penalty.

(3) Subcontractor clause flowdown. A clause requiring each subcontractor to use:

(i) Include a payment clause and an interest penalty clause conforming to the standards set forth in paragraphs (c)(1) and (c)(2) of this clause in each of its subcontracts; and

(ii) Require each of its subcontractors to include such clauses in their subcontracts with each lower-tier subcontractor or supplier.

(d) Subcontract clause interpretation. The clauses required by paragraph (c) of this clause shall not be construed to impair the right of the Contractor or a subcontractor at any tier to negotiate, and to include in their subcontract, provisions that--

(1) Retainage permitted. Permit the Contractor or a subcontractor to retain (without cause) a specified percentage of each progress payment otherwise due to a subcontractor for satisfactory performance under the subcontract without incurring any obligation to pay a late payment interest penalty, in accordance with terms and conditions agreed to by the parties to the subcontract, giving such recognition as the parties deem appropriate to the ability of a subcontractor to furnish a performance bond and a payment bond;

(2) Withholding permitted. Permit the Contractor or subcontractor to make a determination that part or all of the subcontractor's request for payment may be withheld in accordance with the subcontract agreement; and

(3) Withholding requirements. Permit such withholding without incurring any obligation to pay a late payment penalty if--

(i) A notice conforming to the standards of paragraph (g) of this clause previously has been furnished to the subcontractor; and

(ii) The Contractor furnishes to the Contracting Officer a copy of any notice issued by a Contractor pursuant to paragraph (d)(3)(i) of this clause.

(e) Subcontractor withholding procedures. If a Contractor, after making a request for payment to the Government but before making a payment to a subcontractor for the subcontractor's performance covered by the payment request, discovers that all or a portion of the payment otherwise due such subcontractor is subject to withholding from the subcontractor in accordance with the subcontract agreement, then the Contractor shall--

(1) Subcontractor notice. Furnish to the subcontractor a notice conforming to the standards of paragraph (g) of this clause as soon as practicable upon ascertaining the cause giving rise to a withholding, but prior to the due date for subcontractor payment;

(2) Contracting Officer notice. Furnish to the Contracting Officer, as soon as practicable, a copy of the notice furnished to the subcontractor pursuant to paragraph (e)(1) of this clause;

(3) Subcontractor progress payment reduction. Reduce the subcontractor's progress payment by an amount not to exceed the amount specified in the notice of withholding furnished under paragraph (e)(1) of this clause;

(4) Subsequent subcontractor payment. Pay the subcontractor as soon as practicable after the correction of the identified subcontract performance deficiency, and--

(i) Make such payment within--

(A) Seven days after correction of the identified subcontract performance deficiency (unless the funds therefor must be recovered from the Government because of a reduction under paragraph (e)(5)(i)) of this clause; or

(B) Seven days after the Contractor recovers such funds from the Government; or

(ii) Incur an obligation to pay a late payment interest penalty computed at the rate of interest established by the Secretary of the Treasury, and published in the Federal Register, for interest payments under section 12 of the Contracts Disputes Act of 1978 (41 U.S.C. 611) in effect at the time the Contractor accrues the obligation to pay an interest penalty;

(5) Notice to Contracting Officer. Notify the Contracting Officer upon--

(i) Reduction of the amount of any subsequent certified application for payment; or

(ii) Payment to the subcontractor of any withheld amounts of a progress payment, specifying--

(A) The amounts withheld under paragraph (e)(1) of this clause; and

(B) The dates that such withholding began and ended; and

(6) Interest to Government. Be obligated to pay to the Government an amount equal to interest on the withheld payments (computed in the manner provided in 31 U.S.C. 3903(c)(1)), from the 8th day after receipt of the withheld amounts from the Government until--

(i) The day the identified subcontractor performance deficiency is corrected; or

(ii) The date that any subsequent payment is reduced under paragraph (e)(5)(i) of this clause.

(f) Third-party deficiency reports--(1) Withholding from subcontractor. If a Contractor, after making payment to a first-tier subcontractor, receives from a supplier or subcontractor of the first-tier subcontractor (hereafter referred to as a "second-tier subcontractor") a written notice in accordance with section 2 of the Act of August 24, 1935 (40 U.S.C. 270b, Miller Act), asserting a deficiency in such first-tier subcontractor's performance under the contract for which the Contractor may be ultimately liable, and the Contractor determines that all or a portion of future payments otherwise due such first-tier subcontractor is subject to withholding in accordance with the subcontract agreement, the Contractor may, without incurring an obligation to pay an interest penalty under paragraph (e)(6) of this clause--

(i) Furnish to the first-tier subcontractor a notice conforming to the standards of paragraph (g) of this clause as soon as practicable upon making such determination; and

(ii) Withhold from the first-tier subcontractor's next available progress payment or payments an amount not to exceed the amount specified in the notice of withholding furnished under paragraph (f)(1)(i) of this clause.

(2) Subsequent payment or interest charge. As soon as practicable, but not later than 7 days after receipt of satisfactory written notification that the identified subcontract performance deficiency has been corrected, the Contractor shall--

(i) Pay the amount withheld under paragraph (f)(1)(ii) of this clause to such first-tier subcontractor; or

(ii) Incur an obligation to pay a late payment interest penalty to such first-tier subcontractor computed at the rate of interest established by the Secretary of the Treasury, and published in the Federal Register, for interest payments under section 12 of the Contracts Disputes Act of 1978 (41 U.S.C. 611) in effect at the time the Contractor accrues the obligation to pay an interest penalty.

(g) Written notice of subcontractor withholding. The Contractor shall issue a written notice of any withholding to a subcontractor (with a copy furnished to the Contracting Officer), specifying--

(1) The amount to be withheld;

(2) The specific causes for the withholding under the terms of the subcontract; and

(3) The remedial actions to be taken by the subcontractor in order to receive payment of the amounts withheld.

(h) Subcontractor payment entitlement. The Contractor may not request payment from the Government of any amount withheld or retained in accordance with paragraph (d) of this clause until such time as the Contractor has determined and certified to the Contracting Officer that the subcontractor is entitled to the payment of such amount.

(i) Prime-subcontractor disputes. A dispute between the Contractor and subcontractor relating to the amount or entitlement of a subcontractor to a payment or a late payment interest penalty under a clause included in the subcontract pursuant to paragraph (c) of this clause does not constitute a dispute to which the Government is a party. The Government may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

(j) Preservation of prime-subcontractor rights. Except as provided in paragraph (i) of this clause, this clause shall not limit or impair any contractual, administrative, or judicial remedies otherwise available to the Contractor or a subcontractor in the event of a dispute involving late payment or nonpayment by the Contractor or deficient subcontract performance or nonperformance by a subcontractor.

(k) Non-recourse for prime contractor interest penalty. The Contractor's obligation to pay an interest penalty to a subcontractor pursuant to the clauses included in a subcontract under paragraph (c) of this clause shall not be construed to be an obligation of the Government for such interest penalty. A cost-reimbursement claim may not include any amount for reimbursement of such interest penalty.

(l) Overpayments. If the Contractor becomes aware of a duplicate payment or that the Government has otherwise overpaid on an invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(End of clause)

52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER—CENTRAL CONTRACTOR REGISTRATION (MAY 1999)

(a) Method of payment. (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either--

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) Contractor's EFT information. The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) Suspension of payment. If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) Contractor EFT arrangements. If the Contractor has identified multiple payment receiving points (i.e., more than one remittance address and/or EFT information set) in the CCR database, and the Contractor has not notified the Government of the payment receiving point applicable to this contract, the Government shall make payment to the first payment receiving point (EFT information set or remittance address as applicable) listed in the CCR database.

(f) Liability for uncompleted or erroneous transfers. (1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(g) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(h) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register in the CCR database and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(i) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(j) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.

(End of Clause)

52.236-22 DESIGN WITHIN FUNDING LIMITATIONS (APR 1984)

(a) The Contractor shall accomplish the design services required under this contract so as to permit the award of a

contract, using standard Federal Acquisition Regulation procedures for the construction of the facilities designed at a price that does not exceed the estimated construction contract price as set forth in paragraph (c) below. When bids or proposals for the construction contract are received that exceed the estimated price, the contractor shall perform such redesign and other services as are necessary to permit contract award within the funding limitation. These additional services shall be performed at no increase in the price of this contract. However, the Contractor shall not be required to perform such additional services at no cost to the Government if the unfavorable bids or proposals are the result of conditions beyond its reasonable control.

(b) The Contractor will promptly advise the Contracting Officer if it finds that the project being designed will exceed or is likely to exceed the funding limitations and it is unable to design a usable facility within these limitations. Upon receipt of such information, the Contracting Officer will review the Contractor's revised estimate of construction cost. The Government may, if it determines that the estimated construction contract price set forth in this contract is so low that award of a construction contract not in excess of such estimate is improbable, authorize a change in scope or materials as required to reduce the estimated construction cost to an amount within the estimated construction contract price set forth in paragraph (c) below, or the Government may adjust such estimated construction contract price. When bids or proposals are not solicited or are unreasonably delayed, the Government shall prepare an estimate of constructing the design submitted and such estimate shall be used in lieu of bids or proposals to determine compliance with the funding limitation.

(c) Design funding limitations will be determined on a task order by task order basis.

52.236-24 WORK OVERSIGHT IN ARCHITECT-ENGINEER CONTRACTS (APR 1984)

The extent and character of the work to be done by the Contractor shall be subject to the general oversight, supervision, direction, control, and approval of the Contracting Officer.

52.236-25 REQUIREMENTS FOR REGISTRATION OF DESIGNERS (APR 1984)

The design of architectural, structural, mechanical, electrical, civil, or other engineering features of the work shall be accomplished or reviewed and approved by architects or engineers registered to practice in the particular professional field involved in a State or possession of the United States, in Puerto Rico, or in the District of Columbia.

52.239-4001 Year 2000 Compliance

The contractor shall ensure products provided under this contract, to include hardware, software, firmware, and middleware, whether acting alone or combined as a system, are Year 2000 compliant as defined as follows: Year 2000 compliant means with respect to information technology, that the information technology accurately processes date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations, to the extent that other information, used in combination with the information technology being acquired, properly exchanges date/time data with it.

52.239-4005 Year 2000 Compliance - Construction Contracts

a. In accordance with FAR 39.106, the contractor shall ensure that with respect to any design, construction, goods, or services under this contract as well as any subsequent task/delivery orders issued under this contract (if applicable), all information technology contained therein shall be Year 2000 compliant. Specifically:

The contractor shall:

(1) Perform, maintain, and provide an inventory of all major components to include structures, equipment, items, parts, and furnishings under this contract and each task/delivery order which may be affected by the Y2K compliance requirement.

(2) Indicate whether each component is currently Year 2000 compliant or requires an upgrade for compliance prior to government acceptance.

(End of Clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil/>

252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION.(NOV 2001)

(a) Definitions.

As used in this clause--

(1) Central Contractor Registration (CCR) database means the primary DoD repository for contractor information required for the conduct of business with DoD.

(2) Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.

(3) Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned by a parent (controlling) business concern. This 4-digit suffix may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.

(4) Registered in the CCR database means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code, is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.

(2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(3) Lack of registration in the CCR database will make an offeror ineligible for award.

(4) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.

(c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.

(d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at <http://www.ccr.gov>.

(End of clause)

252.236-7000 MODIFICATION PROPOSALS - PRICE BREAKDOWN. (DEC 1991)

(a) The Contractor shall furnish a price breakdown, itemized as required and within the time specified by the Contracting Officer, with any proposal for a contract modification.

(b) The price breakdown --

(1) Must include sufficient detail to permit an analysis of profit, and of all costs for --

(i) Material;

(ii) Labor;

(iii) Equipment;

(iv) Subcontracts; and

(v) Overhead; and

(2) Must cover all work involved in the modification, whether the work was deleted, added, or changed.

(c) The Contractor shall provide similar price breakdowns to support any amounts claimed for subcontracts.

(d) The Contractor's proposal shall include a justification for any time extension proposed.

SECTION 00800 Special Contract Requirements

CLAUSES INCORPORATED BY REFERENCE:

52.219-4002	REPORTING REQUIREMENTS--SUBCONTRACTING PLAN	DEC 1999
52.223-4002	U .S. ARMY CORPS OF ENGINEERS SAFETY AND HEALTH	JAN 2001
	MANUAL, EM 385-1-1	
52.236-14	Availability and Use of Utility Services	APR 1984

CLAUSES INCORPORATED BY FULL TEXT

52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

The Contractor shall be required to (a) commence work under this contract within **5** calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than **the performance time stated on each task order**. The time stated for completion shall include final cleanup of the premises.

(End of clause)

52.211-12 LIQUIDATED DAMAGES--CONSTRUCTION (SEP 2000)

The following clause is applicable to all task orders. The amount of liquidated damages will be determined on a task order by task order basis.

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of \$ _____ for each calendar day of delay until the work is completed or accepted.

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(End of clause)

52.228-4001 RECOMMENDED INSURANCE COVERAGE – MAY 2000

The Design-Build Contractor's attention is invited to the contract requirements concerning "RESPONSIBILITY OF THE CONTRACTOR FOR DESIGN" and "WARRANTY OF CONSTRUCTION WORK". These requirements vest in the Contractor complete responsibility for the professional quality, technical accuracy, and coordination of all design, drawings, specifications and other work or materials furnished by his in-house or consultant forces. The Design-Build Contractor must correct and revise any errors or deficiencies in his work, notwithstanding any review, approval, acceptance or payment by the Government. The Contractor must correct and change any work resulting from his defective design at no additional cost to the Government. The requirements further stipulate that the Design-Build Contractor shall be liable to the Government for the damages to the Government caused by negligent performance. Though it is not a mandatory requirement, this is to recommend that the Design-Build Contractor investigate and obtain appropriate insurance coverage for such liability protection.

(End of Clause)

52.228-4002 REQUIRED INSURANCE (FEB 1987 SAS) (Ref. FAR 28.307)

(a) The Contractor shall procure and maintain during the entire period of his performance under this contract the following minimum insurance:

Comprehensive and Employer's Liability Insurance in the amount required by the State law in which the work is to be performed under this contract.

Comprehensive General Liability Insurance in an amount not less than \$500,000 per accident.

Automobile Liability Insurance: \$200,000 per person and \$500,000 per accident for bodily injury liability and \$20,000 property damage liability.

(b) Prior to the commencement of work hereunder, the Contractor shall furnish to the Contracting Officer a certificate or written statement of the above-required insurance. The policies evidencing required insurance shall contain an endorsement to the effect that cancellation, or any material change in the policies adversely affecting the interests of the Government in such insurance, shall not be effective for such period as may be prescribed by the laws of the State in which this contract is to be performed and in no event less than 30 days after written notice thereof to the Contracting Officer.

(c) The Contractor agrees to insert the substance of this clause, including this subparagraph (c), in all subcontracts hereunder.

(End of clause)

52.231-5000 EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE
MAR 1995)--EFARS

(a) This clause does not apply to terminations. See 52.249-5000, Basis for Settlement of Proposals and FAR Part 49.

(b) Allowable cost for construction and marine plant and equipment in sound workable condition owned or controlled and furnished by a contractor or subcontractor at any tier shall be based on actual cost data for each piece of equipment or groups of similar serial and series for which the Government can determine both ownership and operating costs from the contractor's accounting records. When both ownership and operating costs cannot be determined for any piece of equipment or groups of similar serial or series equipment from the contractor's accounting records, costs for that equipment shall be based upon the applicable provisions of EP 1110-1-8, Construction Equipment Ownership and Operating Expense Schedule, Region _____. Working conditions shall be considered to be average for determining equipment rates using the schedule unless specified otherwise by the contracting officer. For equipment not included in the schedule, rates for comparable pieces of equipment may be used or a rate may be developed using the formula provided in the schedule. For forward pricing, the schedule in effect at the time of negotiations shall apply. For retroactive pricing, the schedule in effect at the time the work was performed shall apply.

(c) Equipment rental costs are allowable, subject to the provisions of FAR 31.105(d)(ii) and FAR 31.205-36. Rates for equipment rented from an organization under common control, lease-purchase arrangements, and sale-leaseback arrangements, will be determined using the schedule, except that actual rates will be used for equipment leased from an organization under common control that has an established practice of leasing the same or similar equipment to unaffiliated lessees.

(d) When actual equipment costs are proposed and the total amount of the pricing action exceeds the small purchase threshold, the contracting officer shall request the contractor to submit either certified cost or pricing data, or partial/limited data, as appropriate. The data shall be submitted on Standard Form 1411, Contract Pricing Proposal Cover Sheet.

(End of clause)

52.232-4008 DESIGNATED BILLING OFFICE (APR 1989 CESAS-RM)

The designated billing office will be determined by the location of the work contained within each task order and will be shown in Block 14 of the DD Form 1155, Order for Supplies or Services.

(End of Clause)

52.232-4009 DESIGNATED PAYMENT OFFICE (AUG 1998 CESAS-RM-F)

Payment will be made by:

U.S. Army Corps of Engineers Finance Center

ATTN: CEFC-AO-P

5720 Integrity Drive

Millington, TN 38054-5005

(End of clause)

52.236-1 PERFORMANCE OF WORK BY THE CONTRACTOR (APR 1984)

The Contractor shall perform on the site, and with its own organization, work equivalent to at least **twenty (20)** percent of the total amount of work to be performed under the contract. This percentage may be reduced by a supplemental agreement to this contract if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the Government.

52.236-4001 DESIGN-BUILD CONTRACT-ORDER OF PRECEDENCE – AUG 1997

- (a) The contract includes the standard contract clauses and schedules current at the time of award. It also entails:
 - (1) the solicitation in its entirety, including all drawings, cuts and illustrations, and any amendments during proposal evaluation and selection, and (2) the successful Offeror's accepted proposal. The contract constitutes and defines the entire agreement between the Contractor and the Government. No documentation shall be omitted which in any ways bears upon the terms of that agreement.
- (b) In the event of conflict or inconsistency between any of the provisions of the various portions of this contract, precedence shall be given in the following order:
 - (1.) Betterments: Any portions of the Offeror's proposal which both meet and exceed the provisions of the solicitation
 - (2.) The provisions of the solicitation. (see also Contract Clause: SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION.)
 - (3.) All other provisions of the accepted proposal.
 - (4.) Any design products, including but not limited to plans, specifications, engineering studies and analyses, shop drawings, equipment installation drawings, etc. These are "deliverables" under the contract and are not part of the contract itself. Design products must conform to all provisions of the contract, in the order of precedence herein.

(End of Clause)

52.236-4003 RESPONSIBILITY OF THE CONTRACTOR FOR DESIGN – FEB 2000

- (a) The Contractor shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other non-construction services furnished by the Contractor under this contract. The Contractor shall, without additional compensation, correct or revise any errors or deficiency in its designs, drawings, specifications, and other non-construction services and perform any necessary rework or modifications, including any damage to real or personal property, resulting from the design error or omission.
- (b) Neither the Government's review, approval or acceptance of, nor payment for, the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract. The Contractor shall be and remain liable to the Government in

accordance with applicable law for all damages to the Government caused by the Contractor's negligent performance of any of these services furnished under this contract.

- (c) The rights and remedies of the Government provided for under this contract are in addition to any other rights and remedies provided by law.
- (d) If the Contractor is comprised of more than one legal entity shall be jointly and severally liable thereunder.

(End of Clause)

52.236-4004 SEQUENCE OF DESIGN-CONSTRUCTION – AUG 1997

- (a) After receipt of the Contract Notice to Proceed (NTP) the Contractor shall initiate design, comply with all design submission requirements as covered under Division 01 General Requirements, and obtain Government review of each submission. No construction may be started, <with the exception of...clearing, etc...> until the Government reviews the Final Design submission and determines it satisfactory for purposes of beginning construction. The Contracting Officer will notify the Contractor when the design is cleared for construction. The Government will not grant any time extension for any design resubmittal required when, in the opinion of the Contracting Officer, the initial submission failed to meet the minimum quality requirements as set forth in the Contract.
- (b) If the Government allows the Contractor to proceed with limited construction based on pending minor revisions to the reviewed Final Design submission, no payment will be made for any in-place construction related to the pending revisions until they are completed, resubmitted and are satisfactory to the Government.
- (c) No payment will be made for any in-place construction until all required submittals have been made, reviewed and are satisfactory to the Government.

(End of Clause)

52.236-4006 CONSTRUCTOR'S ROLE DURING DESIGN – JUN 1998

The Contractor's construction management key personnel shall be actively involved during the design process to effectively integrate the design and construction requirements of this contract. In addition to the typical required construction activities, the constructor's involvement includes, but is not limited to actions such as: integrating the design schedule into the Master Schedule to maximize the effectiveness of fast-tracking design and construction (within the limits allowed in the contract), ensuring constructability and economy of the design, integrating the shop drawing and installation drawing process into the design, executing the material and equipment acquisition programs to meet critical schedules, effectively interfacing the construction QC program with the design QC program, and maintaining and providing the design team with accurate, up-to-date redline and as-built documentation. The Contractor shall require and manage the active involvement of key trade subcontractors in the above activities.

(End of Clause)

52.236-4007 TRAINING – FEB 2000

The Contractor shall provide operational and maintenance training for all systems furnished under this contract for the operating and maintenance personnel. The system manufacturer shall conduct the training, where feasible. All operation and maintenance manuals shall be submitted and approved prior to conducting the training, where feasible. All operation and maintenance manuals shall be submitted and approved prior to conducting the training

and shall be used during training. The Contractor shall video tape the training session on VHS tapes and provide the tapes to the Government.

(End of Clause)

52.236-4008 DESIGN CONFERENCES – AUG 1997

- (a) Pre-Work: As part of the Pre-Work Conference conducted after contract award, key representatives of the Government and the Contractor will review the design submission and procedures specified herein, discuss the preliminary design schedule and provisions for phase completion of the D-B documents with construction activities (fast tracking), as appropriate, meet with Corps of Engineers Design Review personnel and key Using Agency points of contract and any other appropriate pre-design discussion items.
- (b) Design Charette: After award of the contract, the Contractor shall visit the site and conduct extensive interviews, and problem solving discussions with the individual users, base personnel, Corps of Engineers personnel to acquire all necessary site information, review user options, and discuss user needs. The Contractor shall document all discussions. The design shall be finalized as direct result of these meetings.
- (c) Design Review Conferences: Review conferences will be held on base for each design submittal. The Contractor will bring the personnel that developed the design submittal to the review conference. The conferences will take place the week after the review is complete.

(End of Clause)

52.236-4009 PARTNERING – FEB 2000

In order to most effectively accomplish this contract, the Government proposes to form a partnership with the Contractor to develop a cohesive building team. It is anticipated that this partnership would involve the <NAME THE USING ORGANIZATIONS AND OTHER CRITICAL PARTIES HERE>, the Contractor, primary subcontractors and designers and the Corps of Engineers. This partnership would strive to develop a cooperative management team drawing on the strengths of each team member in an effort to achieve quality project within budget and on schedule. This partnership would be bilateral in membership and participation will be totally voluntary. Any cost associated with effectuating this partnership, excluding travel and lodging cost of Government personnel, will be borne by <<SELECT AN OPTION TO SPECIFY: The Contractor/each party/the Government>>, The partnering meetings shall be held in

(End of Clause)

52.236-4015 PRECONSTRUCTION CONFERENCE (OCT 1988 SAS) (Ref. FAR 36.305)

(a) A preconstruction conference will be arranged by the Area/Resident Engineer after award of contract and before commencement of work. The Area/Resident Engineer will notify the Contractor of the time and date set for the meeting. At this conference, the Contractor shall be oriented with respect to Government procedures and line of authority, contractual, administrative, and construction matters.

(b) The Contractor shall bring to this conference, in completed form, a Certificate of Insurance, plus the following items in either completed or draft form:

- Accident Prevention Plan (5 copies)
- (use format shown in Attachment 1 to SECTION 00800)
- Quality Control Plan (5 copies)
- Letter Appointing Superintendent
- Transmittal Register

Power of Attorney and Certified Copy of Resolution
Network Analysis System, when applicable
List of Subcontractors

(c) A letter of record will be written documenting all items discussed at the conference, and a copy will be furnished by the Area/Resident Engineer to all in attendance.

(End of clause)

52.236-4016 VIDEO TAPING OPERATING AND MAINTENANCE INSTRUCTIONS (MAR 1987 SASCD-SQ)

For all of the operating and maintenance instructions which are required in the contract specifications, the Contractor shall video tape these instructions as they are presented to the Government representatives. These tapes shall provide clear and understandable detailed instructions for all items required by the contract specifications. The tapes shall be prepared by an experienced video director/cameraman using good quality half-inch VHS color tape with correct sound equipment, lighting, and backdrop. The sound and picture quality shall be high and subject to approval by the Contracting Officer. The tapes are intended as followup training for other Government representatives at a later date. They must be suitable for this purpose. The Contractor shall be responsible for the contents of the instructions and shall verify that they are correct prior to taping. The Contractor may submit individual equipment manufacturer's instructional tape(s), provided they meet the above qualifications and cover the actual equipment that is installed. The tape(s) shall be for specific equipment identified by contents and contract name and number. The Contractor shall submit one copy of the tape(s) to the Contracting Officer for review and approval. Unacceptable tapes are to be corrected by the Contractor as indicated by the Contracting Officer at no additional cost to the Government.

(End of clause)

52.236-4017 SUBMITTAL OF MODIFICATION COST ESTIMATE PROPOSALS (MAR 1992 SAS) (Ref. DFARS 52.236-7000)

When submittals of Cost Estimate Proposals are required for additions or deletions to work under this contract by modification, the Contractor shall use DA Form 5418-R titled "Cost Estimate Analysis" (see Attachment 1 to SECTION 00800). A separate assemblage will be prepared for submittal by each trade affected by the proposed work.

(End of clause)

52.244-4001 KEY PERSONNEL, SUBCONTRACTORS AND OUTSIDE ASSOCIATES OR CONSULTANTS – AUG 1997

In connection with the services covered by this contract, any in-house personnel, subcontractors, and outside associates or consultants will be limited to the individuals or firms that were specifically identified and agreed to during negotiations. The contractor shall obtain the Contracting Officer's written consent before making any substitution for these designated in-house personnel, subcontractors, associates, or consultants.

(End of Clause)

52.246-12 INSPECTION OF CONSTRUCTION (AUG 1996)

(a) Definition. "Work" includes, but is not limited to, materials, workmanship, and manufacture and fabrication of components.

(b) The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed under the contract conforms to contract requirements. The Contractor shall maintain complete inspection records and make them available to the Government. All work shall be conducted under the general direction of the Contracting Officer and is subject to Government inspection and test at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the contract.

(c) Government inspections and tests are for the sole benefit of the Government and do not--

(1) Relieve the Contractor of responsibility for providing adequate quality control measures;

(2) Relieve the Contractor of responsibility for damage to or loss of the material before acceptance;

(3) Constitute or imply acceptance; or

(4) Affect the continuing rights of the Government after acceptance of the completed work under paragraph (i) of this section.

(d) The presence or absence of a Government inspector does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the specification without the Contracting Officer's written authorization.

(e) The Contractor shall promptly furnish, at no increase in contract price, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Contracting Officer. The Government may charge to the Contractor any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes reinspection or retest necessary. The Government shall perform all inspections and tests in a manner that will not unnecessarily delay the work. Special, full size, and performance tests shall be performed as described in the contract.

(f) The Contractor shall, without charge, replace or correct work found by the Government not to conform to contract requirements, unless in the public interest the Government consents to accept the work with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.

(g) If the Contractor does not promptly replace or correct rejected work, the Government may (1) by contract or otherwise, replace or correct the work and charge the cost to the Contractor or (2) terminate for default the Contractor's right to proceed.

(h) If, before acceptance of the entire work, the Government decides to examine already completed work by removing it or tearing it out, the Contractor, on request, shall promptly furnish all necessary facilities, labor, and material. If the work is found to be defective or nonconforming in any material respect due to the fault of the Contractor or its subcontractors, the Contractor shall defray the expenses of the examination and of satisfactory reconstruction. However, if the work is found to meet contract requirements, the Contracting Officer shall make an equitable adjustment for the additional services involved in the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.

(i) Unless otherwise specified in the contract, the Government shall accept, as promptly as practicable after completion and inspection, all work required by the contract or that portion of the work the Contracting Officer determines can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the Government's rights under any warranty or guarantee.

(a) In addition to any other warranties in this contract, the Contractor warrants, except as provided in paragraph (i) of this clause, that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or design furnished, or workmanship performed by the Contractor or any subcontractor or supplier at any tier.

(b) This warranty shall continue for a period of 1 year from the date of final acceptance of the work. If the Government takes possession of any part of the work before final acceptance, this warranty shall continue for a period of 1 year from the date the Government takes possession.

(c) The Contractor shall remedy at the Contractor's expense any failure to conform, or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to Government-owned or controlled real or personal property, when that damage is the result of--

(1) The Contractor's failure to conform to contract requirements; or

(2) Any defect of equipment, material, workmanship, or design furnished.

(d) The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for 1 year from the date of repair or replacement.

(e) The Contracting Officer shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage.

(f) If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the Government shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.

(g) With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall--

(1) Obtain all warranties that would be given in normal commercial practice;

(2) Require all warranties to be executed, in writing, for the benefit of the Government, if directed by the Contracting Officer; and

(3) Enforce all warranties for the benefit of the Government, if directed by the Contracting Officer.

(h) In the event the Contractor's warranty under paragraph (b) of this clause has expired, the Government may bring suit at its expense to enforce a subcontractor's, manufacturer's, or supplier's warranty.

(i) Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defects of material or design furnished by the Government nor for the repair of any damage that results from any defect in Government-furnished material or design.

(j) This warranty shall not limit the Government's rights under the Inspection and Acceptance clause of this contract with respect to latent defects, gross mistakes, or fraud.

(End of clause)

52.246-4001 WARRANTY OF CONSTRUCTION WORK – AUG 1997

(a) In addition to any other warranties in this contract, the Contractor warrants, except as provided in paragraph (1) of this clause, that work performed under this contract conforms to the contract requirements and is free of any

defect in equipment, material, or workmanship performed by the Contractor or any subcontractor or supplier at any tier.

- (b) This warranty shall contain for a period of year from the date of final acceptance of the work. If the Government takes possession of any part of the work before final acceptance, this warranty shall continue for a period of 1 year from the date the Government takes possession.
- (c) The Contractor shall remedy at the Contractor's expense any failure to conform, or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to Government-owned or controlled real or personal property, when that damage is the result of –
 - (1) The Contractor's failure to conform to contract requirements; or
 - (2) Any defect of equipment, material, or workmanship.
- (d) The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for 1 year from the date of repair or replacement.
- (e) The Contracting Officer shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage.
- (f) If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the Government shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.
- (g) With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall –
 - (1) Obtain all warranties that would be given in normal commercial practice;
 - (2) Require all warranties to be executed, in writing for the benefit of the Government, if directed by the Contracting Officer; and
 - (3) Enforce warranties for the benefit of the Government, if directed by the Contracting Officer.
- (h) In the event the Contractor's warranty under paragraph (b) of this clause has expired, the Government may bring suit at its expense to enforce a subcontractor's, manufacturer's or supplier's warranty.
- (i) Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defects of material furnished by the Government nor for the repair of any damage that results from any defect in Government-furnished material or design.
- (j) This warranty shall not limit the Government's rights under the Inspection and Acceptance clause of this contract with respect to latent defects, gross mistakes, or fraud.

(End of Clause)

- (a) In reference to Contract Clause 52.248-3, "Value Engineering – Construction", the Government may refuse to entertain a "Value Engineering Change Proposal" (VECP) for those "performance oriented" aspects of the Solicitation documents which were addressed in the Contractor's accepted contract proposal and which were evaluated in competition with other offerors for award of this contract.
- (b) The Government may consider a VECP for those "prescriptive" aspects of the Solicitation documents, not addressed in the Contractor's accepted contract proposal or addressed but evaluated only for minimum conformance with the Solicitation requirements.
- (c) For purposes of this clause, the term "performance oriented" refers to those aspects of the design criteria or other contract requirements which allow the Offeror or Contractor certain latitude, choice of and flexibility to propose in its accepted contract offer a choice of design, technical approach, design solution, construction approach or other approach to fulfil the contract requirements. Such requirements generally tend to be expressed in terms of functions to be performed, performance required or essential physical characteristics, without dictating a specific process or specific design solution for achieving the desired result.
- (d) In contrast, for purposes of this clause, the term "prescriptive" refers to those aspects of the design criteria or other Solicitation requirements wherein the Government expressed the design solution or other requirements in terms of specific materials, approaches, systems and/or processes to be used. Prescriptive aspects typically allow the Offerors little or no freedom in the choice of design approach, materials, fabrication techniques, methods of installation or other approach to fulfill the contract requirements.

(End of Clause)

52.249-4001 TIME EXTENSIONS FOR UNUSUALLY SEVERE WEATHER (APR 1991 OCE)
(Ref. FAR 52.249-10)

(a) This provision specifies the procedure for the determination of time extensions for unusually severe weather in accordance with the contract clause entitled DEFAULT (FIXED-PRICE CONSTRUCTION). In order for the Contracting Officer to award a time extension under this clause, the following conditions must be satisfied:

(1) The weather experienced at the project site during the contract period must be found to be unusually severe, that is, more severe than the adverse weather anticipated for the project location during any given month.

(2) The unusually severe weather must actually cause a delay to the completion of the project. The delay must be beyond the control and without the fault or negligence of the Contractor.

(b) The following schedule of monthly anticipated adverse weather delays is based on National Oceanic and Atmospheric Administration (NOAA) or similar data for the project location and will constitute the base line for monthly weather time evaluations. The Contractor's progress schedule must reflect these anticipated adverse weather delays in all weather dependent activities.

MONTHLY ANTICIPATED ADVERSE WEATHER DELAY
WORKDAYS BASED ON 5-DAY WORK WEEK

Days will vary depending on the location of the work. Anticipated days will be provided at time of task order.

(c) Upon acknowledgment of the Notice to Proceed and continuing through-out the contract, the Contractor will record on the daily Contractor Quality Control report the occurrence of adverse weather and resultant impact to normally scheduled work. Actual adverse weather delay days must prevent work on critical activities for 50 percent or more of the Contractor's scheduled workday. The number of actual adverse weather delay days shall include days impacted by actual adverse weather (even if adverse weather occurred in previous month), be calculated chronologically from the first to the last day in each month, and be recorded as full days. If the number of actual adverse weather delay days exceeds the number of days anticipated in paragraph (b) above, the Contracting Officer will convert any qualifying delays to calendar days, giving full consideration for equivalent fair weather workdays, and issue a modification in accordance with the contract clause entitled DEFAULT (FIXED PRICE CONSTRUCTION).

(End of clause)

52.249-5000 BASIS FOR SETTLEMENT OF PROPOSALS - EFARS

Actual costs will be used to determine equipment costs for a settlement proposal submitted on the total cost basis under FAR 49.206-2(b). In evaluating a terminations settlement proposal using the total cost basis, the following principles will be applied to determine allowable equipment costs:

- (1) Actual costs for each piece of equipment, or groups of similar serial or series equipment, need not be available in the contractor's accounting records to determine total actual equipment costs.
- (2) If equipment costs have been allocated to a contract using predetermined rates, those charges will be adjusted to actual costs.
- (3) Recorded job costs adjusted for unallowable expenses will be used to determine equipment operating expenses.
- (4) Ownership costs (depreciation) will be determined using the contractor's depreciation schedule (subject to the provisions of FAR 31.205-11).
- (5) License, taxes, storage and insurance costs are normally recovered as an indirect expense and unless the contractor charges these costs directly to contracts, they will be recovered through the indirect expense rate.

(End of Clause)

ATTACHMENT 1 TO SECTION 00800

LIST OF ATTACHMENTS

1. Rates of Wages
2. Formats:
 - Fort Bragg Project Sign
 - Army Project Sign
 - Project Sign Legend Defined
 - Army Sign Erection Details
 - Air Force Project Sign
 - Corps of Engineers Logo
 - Accident Prevention Plan (Ref. FAR 52.236-13 and EM 385-1-1)
 - Construction Quality Control Report
 - Small and Disadvantaged Business Subcontracting Plan
 - Weekly Temporary Electrical Inspection
3. Minimum Standard for Temporary Electrical Service (Ref. FAR 52.236-14)
4. Forms:
 - SAS Form 9 - Activity Hazard Analysis
 - SAD Form 1666a-R - Safety Checklist for Crawler, Truck & Wheel Mounted Cranes
 - SAD Form 1666b-R - Safety Checklist for Portal, Tower, and Pillar Cranes
 - SAD Form 1666c-R - Safety Checklist for Rigging
 - SAD Form 1666d-R - Safety Checklist for Motor Vehicles, Trailers and Trucks
 - SAD Form 1666e-R - Safety Checklist for Crawler Tractors and Dozers
 - SAD Form 1666f-R - Safety Checklist for Scrapers, Motor Graders, and Other Mobile Equipment
 - SAD Form 1666g-R - Safety Checklist for Material Hoists
 - SAD Form 1666h-R - Safety Checklist for Earth Drilling Equipment
 - ENG Form 4025 - Transmittal of Shop Drawings, Equipment Data, Material Samples, or Manufacturer's Certificates of Compliance
 - DA Form 5418-R - Cost Estimate Analysis

Standard Form LLL-A - Disclosure of Lobbying Activities

FB Form 1605 - Directorate of Engineering and Housing Excavation Permits
(Applicable to all projects located at Fort Bragg)

Landfill Permit Application
{Applicable to all projects located at Fort Bragg}

Ft. Bragg Asbestos Removal, Transportation, and Disposal
(Applicable to projects involving asbestos at Fort Bragg)

Real Property Inventory

General Decision Number GA020001

General Decision Number **GA020001**

Superseded General Decision No. GA010001

State: Georgia

Construction Type:

BUILDING

County(ies):

CHATTAHOOCHEE MUSCOGEE

BUILDING CONSTRUCTION PROJECTS (does not include residential construction consisting of single family homes and apartments up to and including 4 stories)

Modification Number Publication Date

0 03/01/2002

COUNTY(ies):

CHATTAHOOCHEE MUSCOGEE

SUGA1001D 11/22/1993

	Rates	Fringes
BRICKLAYER/BLOCKLAYER	12.15	
CARPENTER (including batt insulation, drywall hanging, and metal framing)	9.77	
CEMENT MASON/CONCRETE FINISHER	8.35	
ELECTRICIAN	12.76	2.83
HVAC MECHANIC (duct work only)	12.00	
LABORERS:		
Unskilled	5.65	
Pipelayer	6.50	.13
PAINTER, BRUSH (does not include drywall finishing)	8.38	
PLASTERER	10.00	
PLUMBER (including HVAC piping)	12.31	
POWER EQUIPMENT OPERATORS;		
Backhoe	8.04	
Bulldozer	8.47	
Loader	7.80	

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.
=====

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5(a)(1)(v)).

In the listing above, the "SU" designation means that rates listed under that identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination

- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U. S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U. S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

4.) All decisions by the Administrative Review Board are final.
END OF GENERAL DECISION

General Decision Number GA020002

General Decision Number **GA020002**

Superseded General Decision No. GA010002

State: Georgia

Construction Type:

BUILDING

County(ies):

RICHMOND

BUILDING CONSTRUCTION PROJECTS (does not include residential construction consisting of single family homes and apartments up to and including 4 stories)

Modification Number Publication Date

0

03/01/2002

COUNTY(ies):

RICHMOND

SUGA1002B 03/24/2000

	Rates	Fringes
ACOUSTICAL CEILING MECHANIC	13.60	2.01
BLOCK MASON	16.00	
BRICKLAYER	12.21	
CARPENTER (does not include acoustical ceiling installation, automatic door installation, awning installation, batt and blown insulation, bin and shelf installation, concrete form work, decking, drapery installation, drywall finishing, drywall hanging, or partition installation)	12.14	
CARPENTER/CONCRETE FORM WORK ONLY	12.00	
CARPENTER/METAL FRAME WORK	13.01	
CAULKER	9.00	
CEMENT MASON	11.79	
DRYWALL FINISHER	13.07	
DRYWALL HANGER	13.60	
ELECTRICIAN (does not include low voltage computer wiring, or instrumentation work)	15.97	3.72
GLAZIER	13.11	2.03
IRONWORKER, STRUCTURAL (does not include awning installation or fence erection)	11.51	1.64
LABORER	8.06	
MASON TENDER	9.25	
PAINTER (includes waterproofing; does not include caulking or drywall finishing)	11.41	
PIPELAYER	7.00	.32
PLUMBER (does not include HVAC piping, or the installation of lawn irrigation systems)	13.20	
POWER EQUIPMENT OPERATORS:		
Backhoe	11.25	
ROOFER	10.28	.35

SHEET METAL WORKER (does not include HVAC duct work, HVAC piping, setting the unit, service or startup)	10.25	
SHEET METAL WORKER/HVAC DUCT WORK ONLY	10.04	
SPRINKLER FITTER (FIRE)	13.67	1.03
TILE SETTER	14.34	
TRUCK DRIVER	14.00	.79

WELDERS - Receive rate prescribed for craft performing operation
to which welding is incidental.
=====

Unlisted classifications needed for work not included within
the scope of the classifications listed may be added after
award only as provided in the labor standards contract clauses
(29 CFR 5.5(a)(1)(v)).

In the listing above, the "SU" designation means that rates
listed under that identifier do not reflect collectively
bargained wage and fringe benefit rates. Other designations
indicate unions whose rates have been determined to be
prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can
be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a
position on a wage determination matter
- * a conformance (additional classification and rate)
ruling

On survey related matters, initial contact, including requests
for summaries of surveys, should be with the Wage and Hour
Regional Office for the area in which the survey was conducted
because those Regional Offices have responsibility for the
Davis-Bacon survey program. If the response from this initial
contact is not satisfactory, then the process described in 2.)
and 3.) should be followed.

With regard to any other matter not yet ripe for the formal
process described here, initial contact should be with the Branch
of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U. S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

2.) If the answer to the question in 1.) is yes, then an
interested party (those affected by the action) can request
review and reconsideration from the Wage and Hour Administrator
(See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

The request should be accompanied by a full statement of the
interested party's position and by any information (wage payment
data, project description, area practice material, etc.) that the
requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an

interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board

U. S. Department of Labor

200 Constitution Avenue, N. W.

Washington, D. C. 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION

General Decision Number GA020014

General Decision Number **GA020014**

Superseded General Decision No. GA010014

State: Georgia

Construction Type:

RESIDENTIAL

County(ies):

BURKE	JENKINS	WARREN
COLUMBIA	LINCOLN	WASHINGTON
GLASCOCK	MCDUFFIE	WILKES
HANCOCK	RICHMOND	
JEFFERSON	TALIAFERRO	

RESIDENTIAL CONSTRUCTION PROJECTS (consisting of single family homes and apartments up to and including 4 stories)

Modification Number	Publication Date
0	03/01/2002

COUNTY(ies):

BURKE	JENKINS	WARREN
COLUMBIA	LINCOLN	WASHINGTON
GLASCOCK	MCDUFFIE	WILKES
HANCOCK	RICHMOND	
JEFFERSON	TALIAFERRO	

SUGA4004A 08/01/1982

	Rates	Fringes
AIR CONDITIONING & HEATING MECHANIC	5.15	
BRICKLAYER	8.00	
CARPENTER	6.92	
CEMENT MASON	5.50	
DRYWALL FINISHER	6.00	
DRYWALL HANGER	6.00	
ELECTRICIAN	6.84	
INSULATION INSTALLER	5.15	
IRONWORKER	7.30	
LABORERS:		
Unskilled	5.15	
Asphalt raker	5.15	
Pipelayer	5.15	
Mason tender	5.15	
PAINTER	6.50	
PLUMBER & PIPEFITTER	7.00	
POWER EQUIPMENT OPERATORS:		
Backhoe	6.16	
Bulldozer	5.15	
Front end loader	5.15	
Motor grader	7.50	
Pan - scraper	5.25	
Spreader, screed, paving machine	5.15	
ROOFER	5.15	
SHEET METAL WORKER	6.19	
SOFT FLOOR LAYER & CARPET LAYER	7.25	
TILE SETTER	7.25	
TRUCK DRIVER	5.15	

WELDERS - Receive rate prescribed for craft performing operation

to which welding is incidental.

=====

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5(a)(1)(v)).

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WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

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- * a survey underlying a wage determination
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U. S. Department of Labor
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U. S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

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END OF GENERAL DECISION

General Decision Number GA020031

General Decision Number **GA020031**

Superseded General Decision No. GA010031

State: Georgia

Construction Type:

HEAVY

SEWER AND WATER LINE

County(ies):

CHATHAM EFFINGHAM

HEAVY CONSTRUCTION PROJECTS; SEWER AND WATER LINE CONSTRUCTION PROJECTS

Modification Number Publication Date

0

03/01/2002

COUNTY(ies):

CHATHAM EFFINGHAM

PLUM0188A 08/01/2001

	Rates	Fringes
HEAVY CONSTRUCTION (NOT APPLICABLE TO SEWER & WATER LINES):		
PLUMBER & PIPEFITTER	17.80	4.52

FOOTNOTE:

Work performed at a nuclear plant site: 20% additional.

SUGA1055A 04/01/1992

	Rates	Fringes
HEAVY CONSTRUCTION (NOT APPLICABLE TO SEWER & WATER LINES):		
CARPENTER:		
Form work only	12.25	.85
All other work	10.72	
CEMENT MASON	8.72	
ELECTRICIAN	15.56	2.80
IRONWORKER, REINFORCING & STRUCTURAL	13.60	1.93
LABORER	6.34	.38
MILLWRIGHT	12.85	.85
PAINTER	9.00	
POWER EQUIPMENT OPERATORS:		
Backhoe	7.50	
Bulldozer	10.19	
Crane	12.05	1.22
Loader	10.79	
Mechanic	11.66	1.22
TRUCK DRIVER	5.62	.38

SUGA2006A 04/01/1992

	Rates	Fringes
SEWER & WATER LINE CONSTRUCTION ONLY:		
LABORERS:		
Pipelayer	7.08	
Unskilled	5.89	
POWER EQUIPMENT OPERATORS:		
Backhoe	9.29	
Bulldozer	8.83	
Loader	7.98	
TRUCK DRIVER	8.50	

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

=====

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5(a)(1)(v)).

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WAGE DETERMINATION APPEALS PROCESS

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- * a survey underlying a wage determination
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Wage and Hour Division
U. S. Department of Labor
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Washington, D. C. 20210

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U.S. Department of Labor
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Washington, D. C. 20210

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Washington, D. C. 20210

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END OF GENERAL DECISION

General Decision Number GA020036

General Decision Number **GA020036**

Superseded General Decision No. GA010036

State: Georgia

Construction Type:

BUILDING

County(ies):

APPLING	EMANUEL	MONTGOMERY
ATKINSON	EVANS	PIERCE
BACON	JEFF DAVIS	SCREVEN
BRANTLEY	JEFFERSON	TATTNALL
BULLOCH	JENKINS	TELFAIR
BURKE	JOHNSON	TOOMBS
CANDLER	LAURENS	TREUTLEN
CHARLTON	LIBERTY	WARE
CLINCH	LONG	WAYNE
ECHOLS	MCINTOSH	WHEELER

BUILDING CONSTRUCTION PROJECTS (does not include residential construction consisting of single family homes and apartments up to and including 4 stories)

Modification Number	Publication Date
0	03/01/2002

COUNTY(ies):

APPLING	EMANUEL	MONTGOMERY
ATKINSON	EVANS	PIERCE
BACON	JEFF DAVIS	SCREVEN
BRANTLEY	JEFFERSON	TATTNALL
BULLOCH	JENKINS	TELFAIR
BURKE	JOHNSON	TOOMBS
CANDLER	LAURENS	TREUTLEN
CHARLTON	LIBERTY	WARE
CLINCH	LONG	WAYNE
ECHOLS	MCINTOSH	WHEELER

CARP0144B 12/01/2000

	Rates	Fringes
JOHNSON, LAURENS, MONTGOMERY, TELFAIR, TREUTLEN AND WHEELER COUNTIES:		
MILLWRIGHT	17.50	5.06

CARP0256B 07/01/2001

	Rates	Fringes
BULLOCH, CANDLER, EVANS, LIBERTY, LONG, SCREVEN, TATTNALL AND TOOMBS COUNTIES:		
MILLWRIGHT	16.60	5.00

FOOTNOTE:

Work with creosote materials, acid or other strong chemicals; work with cofferdams and tunnels; swinging scaffolds and boatswain chair, 25 ft. or higher; chimneys, silos or towers which are independent of the building and which are 25 ft. or higher; clip forms; erecting and dismantling scaffolds 35 ft. or higher; operation of radial arm saws: \$.50 per hour additional. If handrails and/or safety belts are provided by the contractor, the premium pay will not be applicable.

CARP0283A 10/01/1999

	Rates	Fringes
BURKE, EMANUEL, JEFFERSON AND JENKINS COUNTIES:		
MILLWRIGHT	16.40	4.13

CARP0865D 09/16/2001

	Rates	Fringes
APPLING, ATKINSON, BACON AND BRANTLEY COUNTIES; CHARLTON COUNTY (does not include the city of Folkston); CLINCH, ECHOLS, JEFF DAVIS, MCINTOSH, PIERCE, WARE AND WAYNE COUNTIES:		
MILLWRIGHTS:		
General contracts under \$3,000,000	17.40	4.49
General contracts \$3,000,000 and over	18.40	4.52

CARP2411C 06/19/2000

	Rates	Fringes
CHARLTON COUNTY (City of Folkston):		
MILLWRIGHT	16.65	4.19

SUGA1011C 05/10/2000

	Rates	Fringes
BRICKLAYER	15.00	
CARPENTER (does not include batt insulation or drywall hanging)	13.31	
CABINET INSTALLER	8.83	
CEMENT MASON/CONCRETE FINISHER	12.04	
DRYWALL HANGER	13.64	
ELECTRICIAN	12.29	
HVAC MECHANIC (does not include HVAC duct work)	11.94	
INSULATION, BATT	7.00	
IRONWORKER, STRUCTURAL	10.13	
LABORER	7.95	
MASON TENDER	8.00	
PAINTER, BRUSH (does not include drywall finishing)	12.44	
PIPEFITTER (does not include HVAC piping)	15.27	3.20
PLUMBER (does not include HVAC piping)	13.69	
POWER EQUIPMENT OPERATORS:		
Backhoe	11.97	
Roller	8.54	
ROOFER	10.00	
SHEET METAL WORKER (includes HVAC duct work)	10.45	
TRUCK DRIVER	8.70	

WELDERS - Receive rate prescribed for craft performing operation
to which welding is incidental.

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(29 CFR 5.5(a)(1)(v)).

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listed under that identifier do not reflect collectively
bargained wage and fringe benefit rates. Other designations

indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

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- * a survey underlying a wage determination
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- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

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Wage and Hour Division
U. S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

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U.S. Department of Labor
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Washington, D. C. 20210

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3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

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U. S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION

General Decision Number GA020060

General Decision Number **GA020060**

Superseded General Decision No. GA010060

State: Georgia

Construction Type:

HEAVY

SEWER AND WATER LINE

County(ies):

APPLING	FLOYD	PAULDING
ATKINSON	FORSYTH	PEACH
BACON	FRANKLIN	PICKENS
BAKER	GILMER	PIERCE
BALDWIN	GLASCOCK	PIKE
BANKS	GORDON	POLK
BARROW	GRADY	PULASKI
BARTOW	GREENE	PUTNAM
BEN HILL	HABERSHAM	QUITMAN
BERRIEN	HALL	RABUN
BIBB	HANCOCK	RANDOLPH
BLECKLEY	HARALSON	RICHMOND
BRANTLEY	HARRIS	ROCKDALE
BROOKS	HART	SCHLEY
BRYAN	HEARD	SCREVEN
BULLOCH	HENRY	SEMINOLE
BURKE	HOUSTON	SPALDING
BUTTS	IRWIN	STEPHENS
CALHOUN	JACKSON	STEWART
CANDLER	JASPER	SUMTER
CARROLL	JEFF DAVIS	TALBOT
CATOOSA	JEFFERSON	TALIAFERRO
CHARLTON	JENKINS	TATTNALL
CHATTAHOOCHEE	JOHNSON	TAYLOR
CHATTOOGA	JONES	TELFAIR
CHEROKEE	LAMAR	TERRELL
CLARKE	LANIER	THOMAS
CLAY	LAURENS	TIFT
CLINCH	LEE	TOOMBS
COFFEE	LIBERTY	TOWNS
COLQUITT	LINCOLN	TREUTLEN
COLUMBIA	LONG	TROUP
COOK	LOWNDES	TURNER
COWETA	LUMPKIN	TWIGGS
CRAWFORD	MACON	UNION
CRISP	MADISON	UPSON
DADE	MARION	WALKER
DAWSON	MCDUFFIE	WALTON
DECATUR	MCINTOSH	WARE
DODGE	MERIWETHER	WARREN
DOOLY	MILLER	WASHINGTON
DOUGHERTY	MITCHELL	WAYNE
DOUGLAS	MONROE	WEBSTER
EARLY	MONTGOMERY	WHEELER
ECHOLS	MORGAN	WHITE
ELBERT	MURRAY	WHITFIELD

EMANUEL	MUSCOGEE	WILCOX
EVANS	NEWTON	WILKES
FANNIN	OCONEE	WILKINSON
FAYETTE	OGLETHORPE	WORTH

HEAVY CONSTRUCTION PROJECTS; SEWER AND WATER LINE CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	03/01/2002

COUNTY(ies):

APPLING	FLOYD	PAULDING
ATKINSON	FORSYTH	PEACH
BACON	FRANKLIN	PICKENS
BAKER	GILMER	PIERCE
BALDWIN	GLASCOCK	PIKE
BANKS	GORDON	POLK
BARROW	GRADY	PULASKI
BARTOW	GREENE	PUTNAM
BEN HILL	HABERSHAM	QUITMAN
BERRIEN	HALL	RABUN
BIBB	HANCOCK	RANDOLPH
BLECKLEY	HARALSON	RICHMOND
BRANTLEY	HARRIS	ROCKDALE
BROOKS	HART	SCHLEY
BRYAN	HEARD	SCREVEN
BULLOCH	HENRY	SEMINOLE
BURKE	HOUSTON	SPALDING
BUTTS	IRWIN	STEPHENS
CALHOUN	JACKSON	STEWART
CANDLER	JASPER	SUMTER
CARROLL	JEFF DAVIS	TALBOT
CATOOSA	JEFFERSON	TALIAFERRO
CHARLTON	JENKINS	TATTNALL
CHATTAHOOCHEE	JOHNSON	TAYLOR
CHATTOOGA	JONES	TELFAIR
CHEROKEE	LAMAR	TERRELL
CLARKE	LANIER	THOMAS
CLAY	LAURENS	TIFT
CLINCH	LEE	TOOMBS
COFFEE	LIBERTY	TOWNS
COLQUITT	LINCOLN	TREUTLEN
COLUMBIA	LONG	TROUP
COOK	LOWNDES	TURNER
COWETA	LUMPKIN	TWIGGS
CRAWFORD	MACON	UNION
CRISP	MADISON	UPSON
DADE	MARION	WALKER
DAWSON	MCDUFFIE	WALTON
DECATUR	MCINTOSH	WARE
DODGE	MERIWETHER	WARREN
DOOLY	MILLER	WASHINGTON
DOUGHERTY	MITCHELL	WAYNE
DOUGLAS	MONROE	WEBSTER
EARLY	MONTGOMERY	WHEELER
ECHOLS	MORGAN	WHITE
ELBERT	MURRAY	WHITFIELD
EMANUEL	MUSCOGEE	WILCOX
EVANS	NEWTON	WILKES
FANNIN	OCONEE	WILKINSON
FAYETTE	OGLETHORPE	WORTH

SUGA1058A 02/07/1992

	Rates	Fringes
BOILERMAKER:		
Storage tank erection/repair	12.96	
All other work	16.20	
BRICKLAYER	8.35	
CARPENTER	6.50	
CEMENT MASON/CONCRETE FINISHER	5.31	
ELECTRICIAN	8.78	
IRONWORKER	8.72	
LABORERS:		
Unskilled	5.15	
Pipelayer	5.15	
Drill	5.15	
PAINTER	8.00	
PLUMBER & PIPEFITTER	6.00	
POWER EQUIPMENT OPERATORS:		
Backhoe	5.70	
Bulldozer	5.73	
Crane, derrick, dragline	7.85	
Front end loader	5.15	
Motor grader	5.34	
Roller	5.15	
Scraper - pan	5.15	
TRUCK DRIVER	5.15	
WELL DRILLER	6.40	

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.
=====

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Wage and Hour Division

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END OF GENERAL DECISION

General Decision Number NC020009

General Decision Number **NC020009**

Superseded General Decision No. NC010009

State: North Carolina

Construction Type:

HEAVY

County(ies):

STATEWIDE

SEWER AND WATER CONSTRUCTION PROJECTS AND HEAVY CONSTRUCTION PROJECTS (excluding Dam construction projects).

Modification Number Publication Date

0

03/01/2002

COUNTY(ies):

STATEWIDE

SUNC2001A 02/12/1990

	Rates	Fringes
BOILERMAKERS:		
Storage Tank Erection/Repair	12.96	4.105
All Other Work:	16.20	4.105
BRICKLAYERS	7.23	
CARPENTERS	6.63	
CEMENT MASONS/FINISHERS	6.11	
ELECTRICIANS	8.56	
FENCE ERECTORS	5.15	
IRONWORKERS	8.20	
LABORERS:		
Unskilled	5.15	
Air Drill Operator	5.92	
Asphalt Rakers	5.15	
Pipelayers	5.17	
MANHOLE BUILDERS	5.81	
MILLWRIGHTS	5.27	
PAINTERS	7.12	
PLUMBERS & PIPEFITTERS	7.42	
POWER EQUIPMENT OPERATORS:		
Asphalt Distributor	5.77	
Asphalt Finisher	5.69	
Asphalt Paver	5.69	
Asphalt Screed	5.69	
Backhoe	6.40	
Boring Machine	5.65	
Bulldozer	5.96	
Crane	7.60	
Dragline	6.34	
Drill	7.23	
Loader	5.79	
Mechanic	7.16	
Motor Grader	6.24	
Roller	5.15	
Scraper, Pan	5.42	
Tractor	5.49	
Trenching	6.58	
Well Drillers	6.50	
TRUCK DRIVERS	5.15	

TV & GROUTING TECHNICIANS

9.21

 WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5(a)(1)(v)).

In the listing above, the "SU" designation means that rates listed under that identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
 Wage and Hour Division
 U. S. Department of Labor
 200 Constitution Avenue, N. W.
 Washington, D. C. 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
 U.S. Department of Labor
 200 Constitution Avenue, N. W.
 Washington, D. C. 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
 U. S. Department of Labor
 200 Constitution Avenue, N. W.
 Washington, D. C. 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION

General Decision Number NC020032

General Decision Number **NC020032**

Superseded General Decision No. NC010032

State: North Carolina

Construction Type:

BUILDING

County(ies):

CUMBERLAND

BUILDING CONSTRUCTION PROJECTS (does not include residential construction consisting of single family homes and apartments up to and including 4 stories).

Modification Number Publication Date

0

03/01/2002

COUNTY(ies):

CUMBERLAND

SUNC1027A 10/24/1994

	Rates	Fringes
BRICKLAYERS/BLOCKLAYERS	12.50	
CARPENTERS (Including drywall hanging, acoustical tile installation and batt insulation	9.08	
CEMENT MASONS/CONCRETE FINISHERS	8.43	
ELECTRICIANS	9.71	
GLAZIERS	8.77	
HVAC MECHANIC (HVAC pipe only)	9.26	
INSULATORS (pipe)	10.42	.63
IRONWORKERS, STRUCTURAL	10.76	
LABORERS:		
Unskilled	6.23	
PAINTERS (Brush)	7.90	.04
PLUMBERS	10.28	
ROOFERS	6.75	
SHEET METAL WORKERS (Including HVAC Duct Work)	9.36	
SOFT FLOOR LAYERS/CARPET LAYERS	12.00	
TRUCK DRIVERS	7.10	

WELDERS - receive rate prescribed for craft performing operation to which welding is incidental.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5(a)(1)(v)).

In the listing above, the "SU" designation means that rates listed under that identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination

- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U. S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U. S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION

General Decision Number SC020025

General Decision Number **SC020025**

Superseded General Decision No. SC010025

State: South Carolina

Construction Type:

SEWER AND WATER LINE

County(ies):

AIKEN	GREENVILLE	RICHLAND
ANDERSON	LEXINGTON	SPARTANBURG
FLORENCE	PICKENS	YORK

HEAVY CONSTRUCTION PROJECTS (Sewer & Water Line Construction Projects only)

THIS DOES NOT INCLUDE THE SAVANNAH RIVER SITE IN AIKEN COUNTY

Modification Number Publication Date

0 03/01/2002

COUNTY(ies):

AIKEN	GREENVILLE	RICHLAND
ANDERSON	LEXINGTON	SPARTANBURG
FLORENCE	PICKENS	YORK

SUSC2001A 08/01/1989

	Rates	Fringes
CARPENTERS	8.96	
CEMENT MASONS/CONCRETE FINISHERS	6.38	
LABORERS:		
Unskilled	5.15	
Pipelayer	6.09	
PAINTERS, Spray	6.00	
PIPEFITTERS	11.01	
POWER EQUIPMENT OPERATORS:		
Backhoe	7.66	
Crane	10.00	
Loader	6.85	
Mechanic	9.58	
TRUCK DRIVERS	6.50	

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5(a)(1)(v)).

In the listing above, the "SU" designation means that rates listed under that identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a

position on a wage determination matter

- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U. S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U. S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION

General Decision Number SC020026

General Decision Number **SC020026**

Superseded General Decision No. SC010026

State: South Carolina

Construction Type:

HEAVY

County(ies):

AIKEN	GREENVILLE	RICHLAND
ANDERSON	LEXINGTON	SPARTANBURG
FLORENCE	PICKENS	YORK

HEAVY CONSTRUCTION PROJECTS (excluding Water and Sewer Lines).

THIS DOES NOT INCLUDE THE SAVANNAH RIVER SITE IN AIKEN COUNTY

Modification Number Publication Date

0 03/01/2002

COUNTY(ies):

AIKEN	GREENVILLE	RICHLAND
ANDERSON	LEXINGTON	SPARTANBURG
FLORENCE	PICKENS	YORK

SUSC2002A 08/01/1989

	Rates	Fringes
CARPENTERS	8.34	
CEMENT MASONS/CONCRETE FINISHERS	8.47	
LABORERS:		
Unskilled	5.18	
Pipelayer	7.50	
PIPEFITTERS	10.63	
POWER EQUIPMENT OPERATORS:		
Backhoe	7.48	
Bulldozer	7.95	
Crane	10.85	
Loader	8.26	
Mechanic	9.00	
TRUCK DRIVERS	5.94	

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5(a)(1)(v)).

In the listing above, the "SU" designation means that rates listed under that identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter

* a conformance (additional classification and rate)
ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

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Wage and Hour Division
U. S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

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Administrative Review Board
U. S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION

General Decision Number SC020037

General Decision Number **SC020037**

Superseded General Decision No. SC010037

State: South Carolina

Construction Type:

BUILDING

County(ies):

RICHLAND

BUILDING CONSTRUCTION PROJECTS (Does not include residential construction consisting of single family homes and apartments up to and including 4 stories)

Modification Number Publication Date

0

03/01/2002

COUNTY(ies):

RICHLAND

IRON0601A 01/01/2002

	Rates	Fringes
IRONWORKERS, Structural	19.00	5.58

SUSC1040A 10/05/1999

	Rates	Fringes
ACOUSTICAL TILE INSTALLER	11.00	
BRICKLAYERS/BLOCKLAYERS	14.58	
CARPENTERS (Including Drywall Hanging & Batt Insulation)	10.94	
CEMENT MASONS/CONCRETE FINISHERS	11.14	1.84
DRYWALL FINISHERS	10.50	
ELECTRICIANS	11.81	.96
GLAZIERS	11.47	.73
IRONWORKERS, Reinforcing	12.47	
LABORERS, Unskilled	7.49	
PAINTERS, Brush (Excluding Drywall Finishers)	9.63	
PIPEFITTERS (Including HVAC Pipe)	13.11	1.03
PLASTERERS	11.86	
PLUMBERS	12.59	.04
POWER EQUIPMENT OPERATORS:		
Backhoe	9.75	
Crane	14.67	
Grader	10.00	
ROOFERS	9.19	.61
SHEET METAL WORKERS (Including HVAC)	12.05	.07
SOFT FLOOR LAYERS	10.80	
SPRINKLER FITTERS	11.25	
TRUCK DRIVERS	10.80	

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5(a)(1)(v)).

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U. S. Department of Labor
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Washington, D. C. 20210

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Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

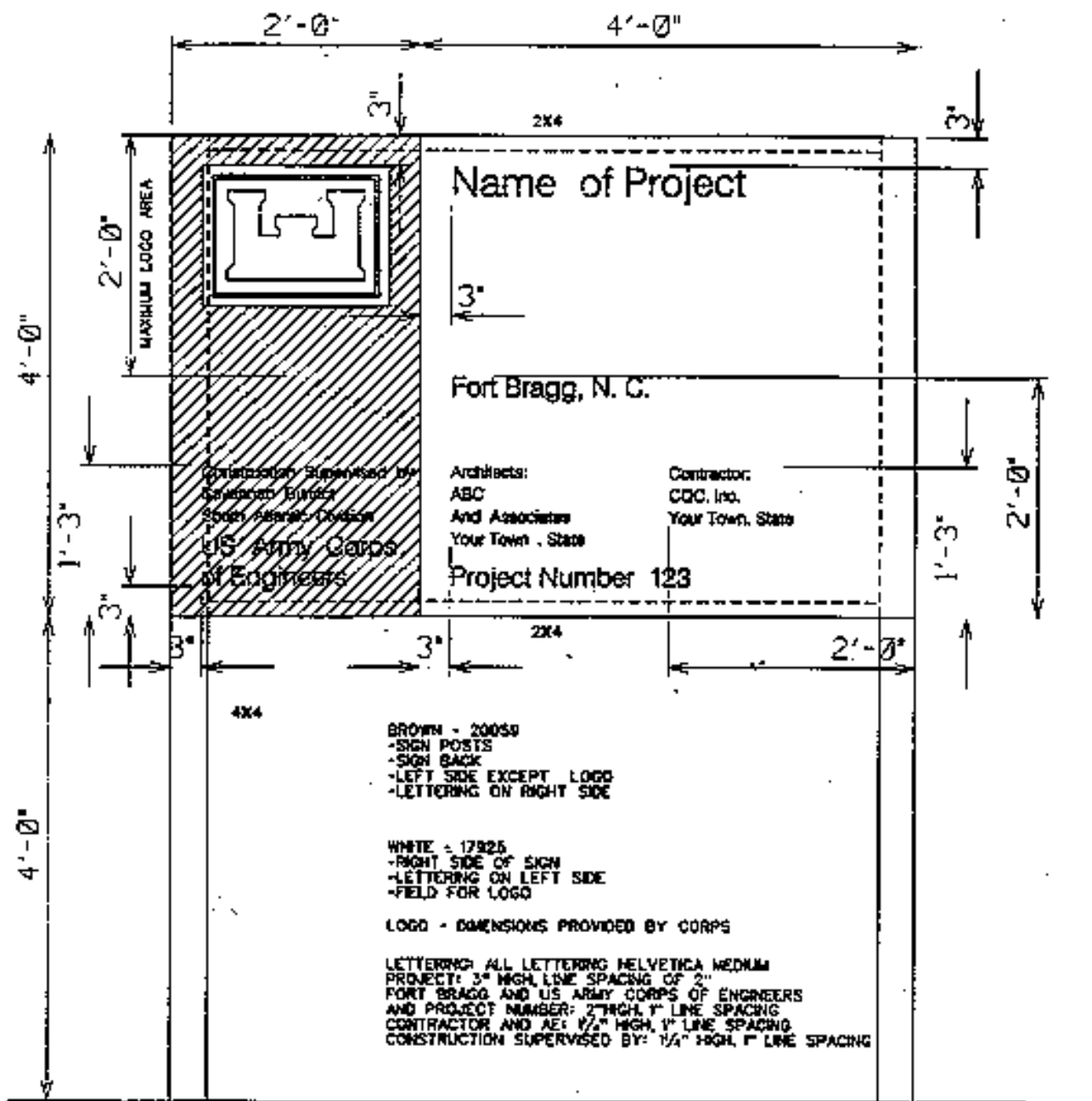
The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

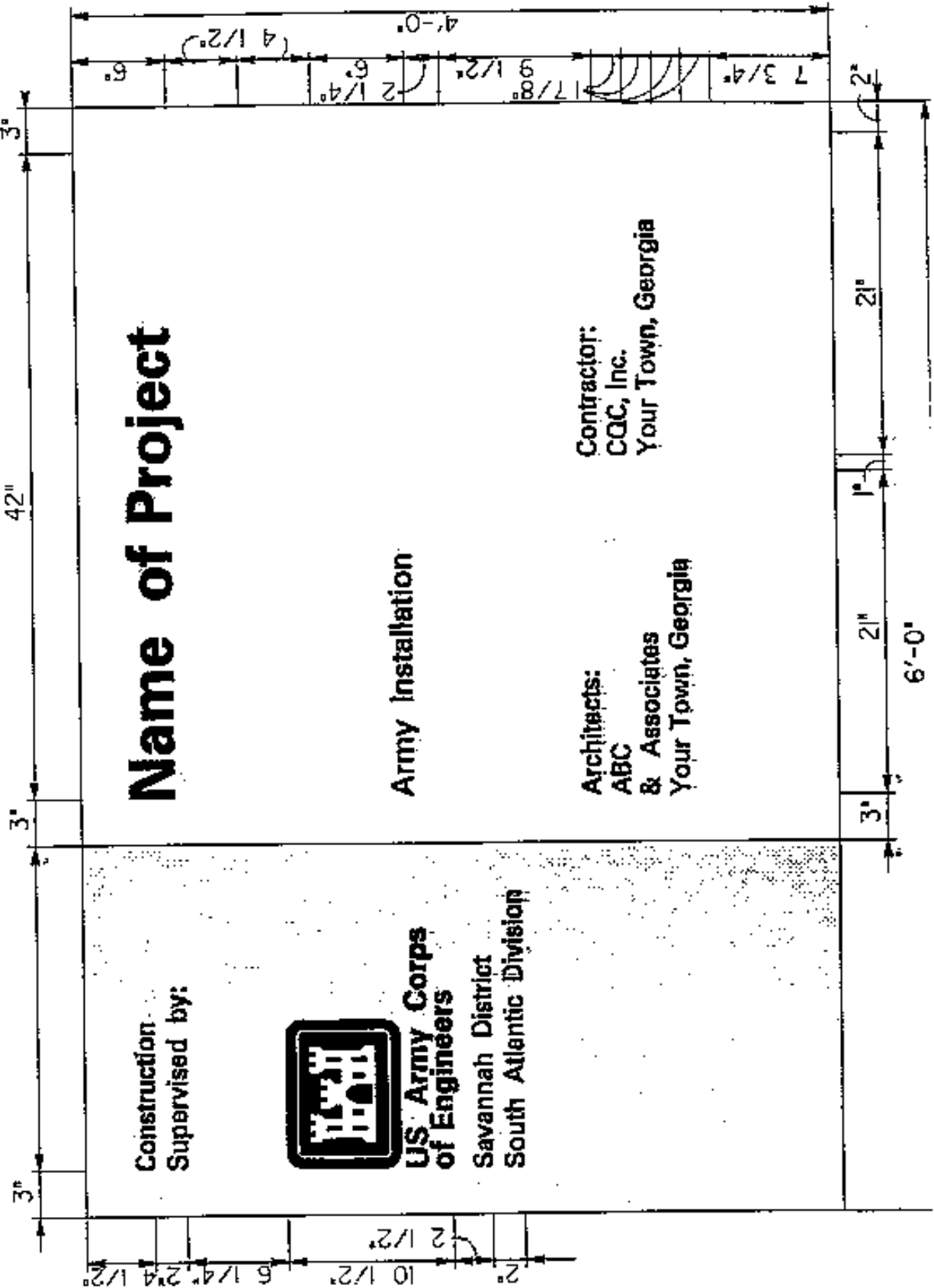
Administrative Review Board
U. S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION



PROJECT SIGN FOR SAVANNAH MANAGED DESIGNS



PROJECT SIGN LEGEND DEFINED

Legend Group 1: The words:

"Construction Supervised by:"	or	"Design and Construction Supervised by:"
----------------------------------	----	---

shall be placed on two lines using black, 1.25" Helvetica regular typeface. Maximum line length is 19".

10.5" Reverse Signature: The Corps symbol shall be a 10.5" white reverse signature using a 6" castle on a red background. The castle and surrounding border lines shall be white. The castle windows, door, and logo background are to be red. The words "U.S. Army Corps of Engineers" shall be black.

Legend Group 2: The words:

"Savannah District
South Atlantic Division"

shall be placed on two lines below the 10.5" reverse signature, using black, 1.25" Helvetica regular typeface.

Legend Group 3: The "Name of Project" shall be placed on one to three lines using white 3" Helvetica bold typeface. Maximum line length is 42".

Legend Group 4: The "Army Installation" shall be a one or two line identification of the facility or name of the sponsoring department. Lettering is to be white, 1.5" Helvetica regular typeface. Maximum line length is 42".

NOTE: Cross-align the first line of legend group 4 with the first line of the Corps signature (U.S. Army Corps) as shown.

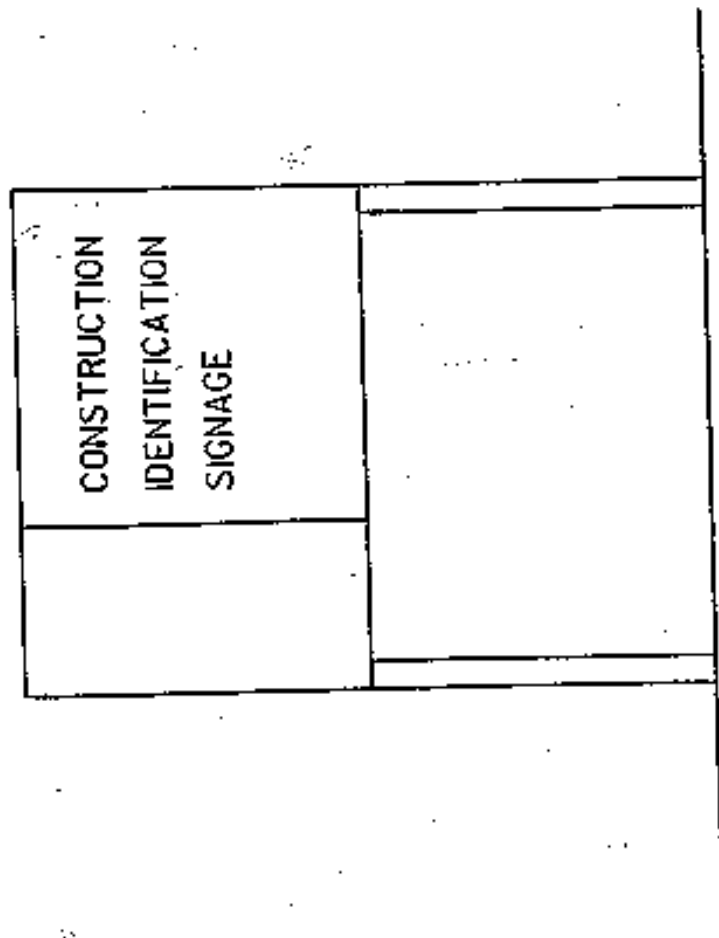
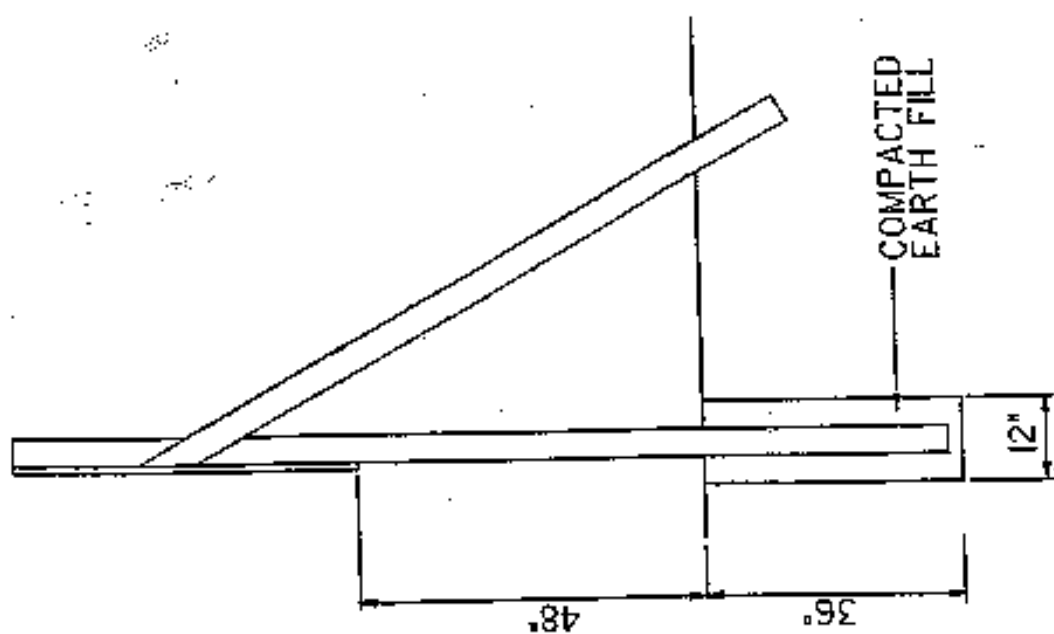
Legend Group 5a: The words:

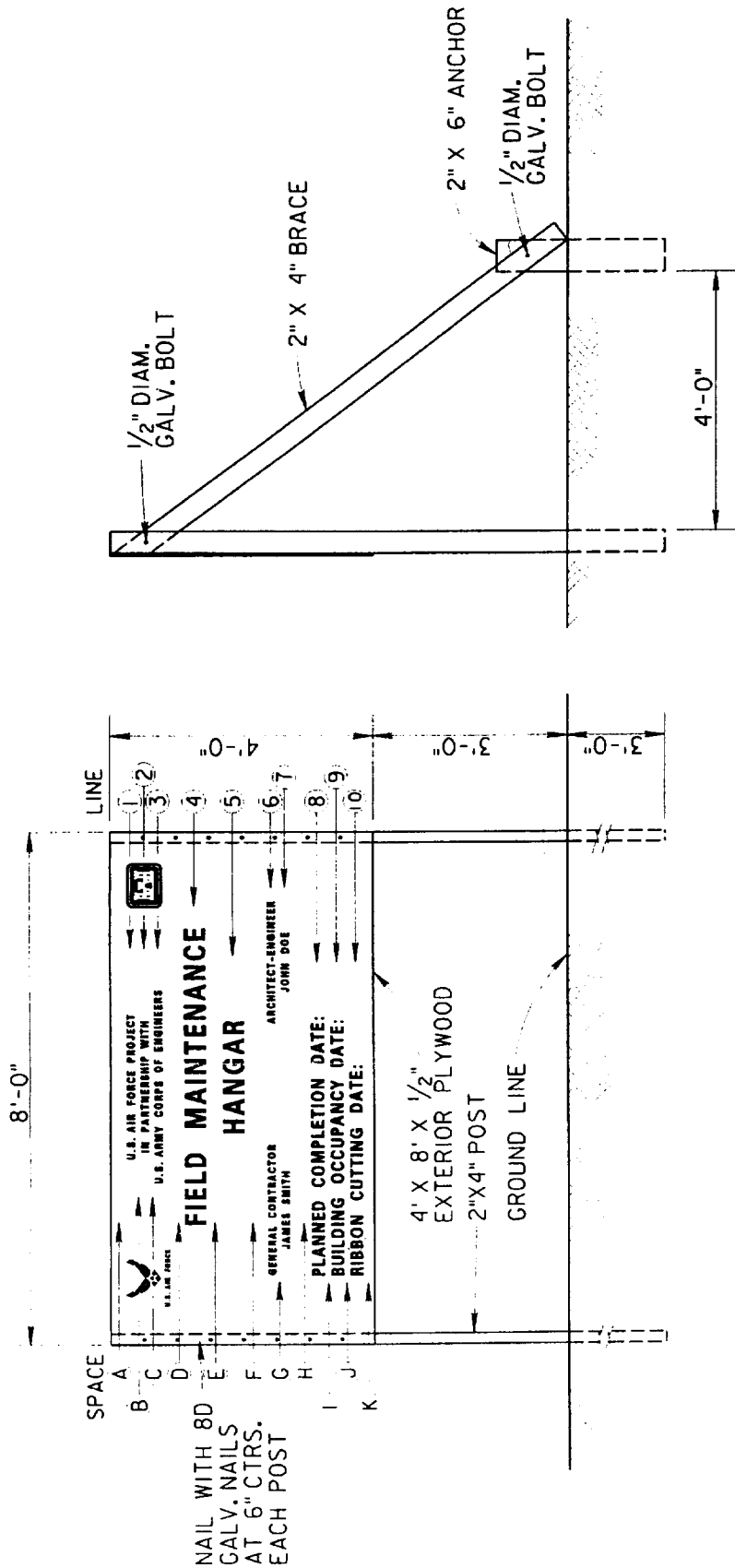
"Architects:" or "Engineers:" or "Architect-Engineers:"

shall be a one to five line identification of the prime architect or engineering corporate or firm name, city, and State. Lettering shall be white, 1.25" Helvetica regular typeface. Maximum line length is 21".

Legend Group 5b: The "Contractor:" shall be a one to five line identification of the prime Contractor corporate or firm name, city, and State. Include type of Contractor, i.e. General Contractor, etc. Lettering shall be white, 1.25" Helvetica regular typeface. Maximum line length is 21".

NOTE: All typography shall be flush left and rag right, upper and lower case with initial capitals only as shown.





FRONT VIEW

END VIEW

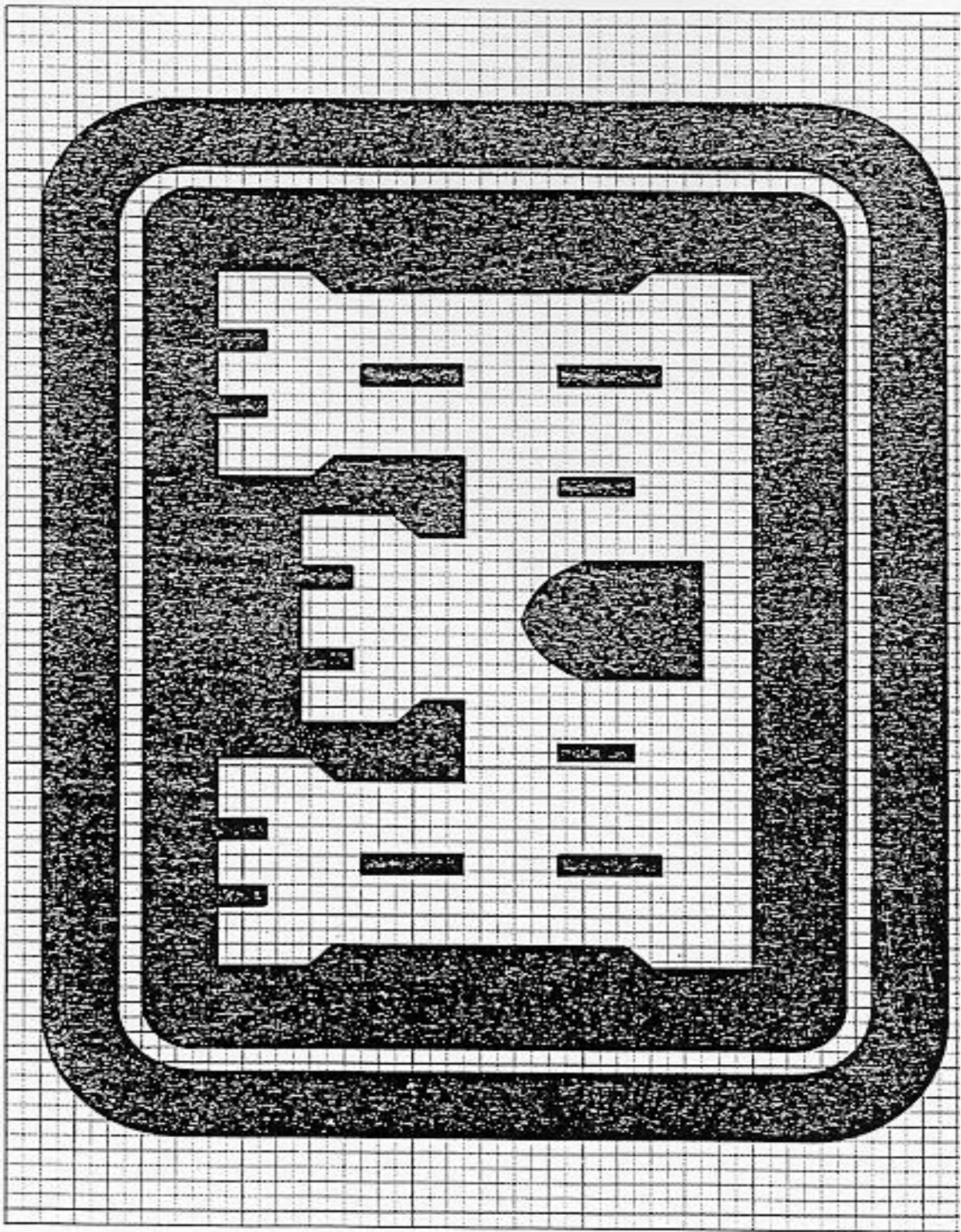
U.S. AIR FORCE PROJECT SIGN DETAILS

NOTES:

1. POSTS SHALL BE S4S.
2. PLYWOOD SHALL BE EXTERIOR TYPE, A-C GRADE.
3. BEFORE PAINTING, SURFACE SHALL BE CLEAN, DRY, FREE OF GREASE AND SANDED.
4. PAINT WITH ONE EXTERIOR OIL PRIME COAT AND EXTERIOR TYPE ALKYD, CONFORMING TO MASTER PAINTERS INSTITUTE MPI-9, MPI GLOSS LEVEL 6. COLOR SHALL MATCH SHERWIN WILLIAMS SW 2175.
5. ALL LETTERING SHALL BE EXTERIOR TYPE ALKYD. COLOR SHALL MATCH SHERWIN WILLIAMS SW 1900.
6. DECALOMANIA FOR CORPS OF ENGINEERS INSIGNIA AND U.S. AIR FORCE EMBLEM WILL BE FURNISHED BY THE CONTRACTING OFFICER FOR INSTALLATION BY THE CONTRACTOR.
7. ALL EXPOSED WOOD (POSTS, SUPPORTS, BACK, ETC.) SHALL BE PAINTED THE SAME BACKGROUND COLOR AS THE SIGN. LETTERING STYLE SHALL BE EITHER HELIOS EXTRA BOLD CONDENSED, HELIOS BOLD II, HELVETICA BLACK ROMAN, OR HELVETICA BOLD ROMAN.

SCHEDULE

SPACE	HEIGHT	LINE	DESCRIPTION	LETTER HEIGHT	STROKE
A	3"	1	U.S. AIR FORCE PROJECT	1.5"	3/16"
B	1"	2	IN PARTNERSHIP WITH	1.5"	3/16"
C	1"	3	U.S. ARMY CORPS OF ENGINEERS	1.5"	3/16"
D	4"	4	PROJECT NAME	4"	1/2"
E	3"	5	PROJECT NAME CONT'D (IF REQ'D)	4"	1/2"
F	4"	6	GENERAL CONTRACTOR/A-E	1.5"	3/16"
G	1"	7	GENERAL CONTRACTOR/A-E	1.5"	3/16"
H	4"	8	PLANNED COMPLETION DATE	2.5"	1/4"
I	1"	9	BUILDING OCCUPANCY DATE	2.5"	1/4"
J	1"	10	RIBBON CUTTING DATE	2.5"	1/4"
K	2"				



CORPS OF ENGINEERS LOGO
HALF SIZE

FORMAT
(Ref. FAR 52.236-13 and EM 385-1-1 dated 3 Sep 96)
ACCIDENT PREVENTION PLAN

MINIMUM BASIC OUTLINE FOR ACCIDENT PREVENTION PLAN

An accident prevention plan is, in essence, a safety and health policy and program document. The following areas are typically addressed in an accident prevention plan, but a plan shall be job specific and shall also address any unusual or unique aspects of the project or activity for which it is written.

The accident prevention plan shall interface with the employer's overall safety and health program. Any portions of the overall safety and health program that are referenced in the accident prevention plan shall be included as appropriate.

1. SIGNATURE SHEET. Title, signature, and phone number of the following:

- a. Plan preparer (corporate safety staff person, QC);
- b. Plan approval, e.g., owner, company president, regional vice president (HTRW activities require approval of a Certified Industrial Hygienist (or qualified Industrial Hygiene personnel for in-house USACE activities; a Certified Safety Professional (or qualified USACE safety personnel for in-house work) may approve the plan for operations involving UST removal where contaminants are known to be petroleum, oils, or lubricants);
- c. Plan concurrence (provide concurrence of other applicable corporate and project personnel (contractor)), e.g., Corporate Chief of Operations, Corporate Chief of Safety, Corporate Industrial Hygienist, project manager or superintendent, project safety professional, project QC.

The plan will be developed by qualified personnel (plan preparer) and will be signed by a competent person (plan concurrence) and a representative of the prime contractor's project management team (plan approval).

2. BACKGROUND INFORMATION. List the following:

- a. Contractor;
- b. Contract number;
- c. Project name;
- d. Brief project description, description of work to be performed, and location (map);
- e. Contractor accident experience (provide information such as EMR, OSHA 200 Forms, corporate safety trend analyses);
- f. Listing of phases of work and hazardous activities requiring activity hazards analyses.

3. STATEMENT OF SAFETY AND HEALTH POLICY. (In addition to the corporate policy statement, a copy of the corporate safety program may provide a significant portion of the information required by the accident prevention plan.)

4. RESPONSIBILITIES AND LINES OF AUTHORITIES.

a. Identification and accountability of personnel responsible for safety - at both corporate and project level (contracts specifically requiring safety or industrial hygiene personnel should include a copy of their resume - the District Safety and Occupational Health Office will review the qualifications for acceptance). For items in EM 385-1-1 which require the use of a competent person or a qualified person, the contractor is to maintain documentation demonstrating the competence or qualification of that individual.

b. Lines of authority

5. SUBCONTRACTORS AND SUPPLIERS. Provide the following:

a. Identification of subcontractors and suppliers (if known);

b. Means for controlling and coordinating subcontractors and suppliers;

c. Safety responsibilities of subcontractors and suppliers.

6. TRAINING.

a. List subjects to be discussed with employees in safety indoctrination.

b. List mandatory training and certifications which are applicable to this project (e. g., explosive actuated tools, confined space entry, crane operator, diver, vehicle operator, HAZWOPER training and certification, personal protective equipment) and any requirements for periodic retraining/recertification.

c. Identify requirements for emergency response training.

d. Outline requirements (who attends, when given, who will conduct etc.) for supervisory and employee safety meetings.

e. Identify location at the project site where the records will be maintained.

7. SAFETY AND HEALTH INSPECTIONS. Provide details on:

a. Who will conduct safety inspections (e.g., project manager, safety professional, QC, supervisors, employees, etc.), when inspections will be conducted, how the inspections will be recorded, deficiency tracking system, follow-up procedures, etc;

b. Any external inspections/certifications which may be required (e.g., Coast Guard).

8. SAFETY AND HEALTH EXPECTATIONS, INCENTIVE PROGRAMS, AND COMPLIANCE.

a. The company's written safety program goals, objectives, and accident experience goals for this contract should be provided.

b. A brief description of the company's safety incentive programs (if any) should be provided.

c. Policies and procedures regarding noncompliance with safety requirements (to include disciplinary actions for violation of safety requirements) should be identified.

d. Provide written company procedures for holding managers and supervisors accountable for safety.

9. ACCIDENT REPORTING. The contractor shall identify who shall complete the following, how, and when:

- a. Exposure data (man-hours worked);
- b. Accident investigations, reports and logs;
- c. Immediate notification of major accidents.

10. MEDICAL SUPPORT. Outline on-site medical support and off-site medical arrangements.

11. PERSONAL PROTECTIVE EQUIPMENT. Outline procedures (who, when, how) for conducting hazard assessments and written certifications for use of personal protective equipment.

12. PLANS (PROGRAMS, PROCEDURES) REQUIRED BY THE SAFETY MANUAL (as applicable).

- a. Hazard communication program (01.B.04);
- b. Emergency response plans:
 - procedures and tests (01.E.01)
 - spill plans (01.E.01, 06.A.02)
 - fire fighting plan (01.E.01, 19.A.04)
 - posting of emergency telephone numbers (01.E.04)
 - wildfire prevention plan (09.K.01)
 - man overboard/abandon ship (19.A.04)
- c. Layout plans (04.A.01);
- d. Respiratory protection plan (05.E.01);
- e. Health hazard control program (06.A.02);
- f. Lead abatement plan (06.B.05 & specifications);
- g. Asbestos abatement plan (06.B.05 & specifications);
- h. Abrasive blasting (06.H.01);
- 1. Confined space (06.1);
- j. Hazardous energy control plan (12.A.07);
- k. Critical lift procedures (16.C.17);
- 1. Contingency plan for severe weather (19.A.03);
- m. Access and haul road plan (22.1.10);
- n. Demolition plan (engineering and asbestos surveys) (23.A.01);
- o. Emergency rescue (tunneling) (26.A.05);
- p. Underground construction fire prevention and protection plan (26.D.01);
- q. Compressed air plan (26.1.01);
- r. Formwork and shoring erection and removal plans (27.B.02);

- s. Lift slab plans (27.D.01);
 - t. SHP and SSHP (for HTRW work an SSHP must be submitted and shall contain all information required by the accident prevention plan - two documents are not required (28.B.01);
 - u. Blasting plan (29.A.01);
 - v. Diving plan (30.A.13);
 - w. Plan for prevention of alcohol and drug abuse (Defense Federal Acquisition Regulation Supplement Subpart 252.223-7004, Drug-Free Work Force).
13. The Contractor shall provide information on how they will meet the requirements of major sections of EM 385-1-1 in the accident prevention plan. Particular attention shall be paid to excavations, scaffolding, medical and first aid requirements, sanitation, personal protective equipment, fire prevention, machinery and mechanized equipment, electrical safety, public safety requirements, and chemical, physical agent, and biological occupational exposure prevention requirements. Detailed site specific hazards and controls shall be provided in the activity hazard analysis for each phase of the operation. Site specific hazards are those hazards which would be reasonably be anticipated to occur on the construction site of concern and will be identified through analysis of the activities to be performed. The controls are measures which will be implemented by the contractor to eliminate or reduce each hazard to an acceptable level.

F O R M A T

CONTRACTOR'S NAME
(Address)

CONSTRUCTION QUALITY CONTROL REPORT

Date: _____ Report No. _____

Contract No.: _____

Description and Location of Work: _____

WEATHER: (Clear)(P. Cloudy)(Cloudy); Temperature: ____Min, ____Max;
Rainfall ____Inches

Contractor/Subcontractors and Area of Responsibility

- a. _____
- b. _____
- c. _____
- d. _____
- e. _____
- f. _____
- g. _____
- h. _____

1. Work Performed Today:

(Indicate location and description of work performed. Refer to work performed by prime and/or subcontractors by letter in table above.)

2. Results of Control Activities:

(Indicate whether: P-Preparatory, I-Initial, or F-Followup and include satisfactory work completed or deficiencies with action to be taken.)

3. Test Required by Plans and/or Specifications Performed and Results of Tests:

4. Monitoring of Materials and Equipment:

5. Offsite Surveillance Activities:

6. Job Safety:

(Daily comment required.)

7. Remarks:

- a. (Cover any conflicts in plans, specifications or instructions.)
- b. (Action taken in review of submittal.)
- c. (Verbal instructions received.)

Inspector

CONTRACTOR'S VERIFICATION:

The above report is complete and correct and all material and equipment used and work performed during this reporting period are in compliance with the contract plans and specifications except as noted above.

Contractor's Approved
Authorized Representative

SMALL AND DISADVANTAGED BUSINESS SUBCONTRACTING PLAN

KERRY ENTERPRISES

DATE: December 13, 2000

SOLICITATION NO. DACA21-01-R-0001

TITLE: Construct New Child Care Facility and Physical Fitness Center, Pleasure Palace Complex, Washington, D.C.

Type of Work: Design and Construction

In accordance with applicable contract clauses of the solicitation noted above, Kerry Enterprises submits the following Subcontracting Plan for Small, Veteran-Owned, HUBZone, Small Disadvantaged, and Women-Owned Small Business Concerns.

It is company policy to follow all public laws including P.L. 99-661, Section 1207, P.L. 100-180, Section 806, P.L. 105-135 and P.L. 106-50. We have informed all purchasers to follow these laws in hiring subcontractors and buying materials.

1. The following percentaged goals (expressed in terms of percentaged of the total dollars available for subcontract/purchase order award) would be applicable to a contract awarded under the cited solicitation. You must also provide the dollar amounts for each of the goals listed below.
 - a. Total Proposed Contract Amount: \$26,961,000
 - b. Large Business: \$6,740,250 - 25%
 - c. Total amount available for Subcontract award: \$18,300,000
 - d. Amount to be subcontracted to all small business: \$11,236,200 - 61.4%
 - e. Small Disadvantaged Business: \$1,665,300 - 9.1%
 - f. Women-Owned Small Business: \$915,000 - 5%
 - g. HUBZone Small Business: \$457,500 – 2.5%
 - h. Veteran-Owned Small Business: \$549,000 - 3%

- i. There are no options in this solicitation. ***(NOTE: If there are options in the solicitation you must provide the same information as listed in paragraph 1 a-h for each option.)***
 - j. Indirect and overhead costs have not been included in the goals specified in this section for amounts available for subcontract/purchase order award.
 - k. Consideration was given to HCBU/MI's but no opportunities were found to be included in the small disadvantaged business goals.
2. The following principal products and/or services will be subcontracted under this contract, and the distribution among Small, Veteran-Owned, HUBZone, Small Disadvantaged, and Women-Owned Small Business Concerns are as follows:

Earthwork	***Windows and Storm Doors	*Recreation
Site Utilities	Plumbing Materials	Equipment
Asphalt	Electrical	****Doors
Window Treatment	*HVAC	*House Concrete
****Vinyl Siding	*Insulation	*Gutters
Carpentry	*Ceramic Tile	*Termite Control
Fencing	*Appliances	*****Drywall
*Floor Covering	**Roofing	*Finish Hardware
**Painting	*Sheet Metal	**Site Concrete

NOTE: Large business concerns are annotated without an asterisk, Small business concerns are annotated by one*, Veteran-Owned small business concerns are annotated by two **, HUBZone business concerns are annotated by three ***, small disadvantaged business concerns are annotated by four ****, and women-owned small business concerns are annotated by five *****. ***(Company names should be provided for each product and/or service.)***

The following method was utilized in developing our subcontracting goals: (1) All areas of potential subcontract work were determined to be available for subcontract award to small, veteran-owned, HUBZone, small disadvantaged, and women-owned small business concerns and such firms will be encouraged to compete for award in each of the areas described in section 2 above, and (2) qualified small, veteran-owned, HUBZone, small disadvantaged, and women-owned small business concerns will be actively recruited for participation through the many sources described hereinafter.

3. The following individual will administer this Subcontract Plan on behalf of Kerry Enterprises:

Name: Candice Kerry

Title: Executive Vice President

Address and Telephone Number: 4101 North Sea
Heaven Street
Washington, DC 20314-1000
202-555-1212

The individual's specific duties with regard to the conduct of our firm's Subcontracting Plan will include, but will not be limited to the following:

- a. Developing and maintaining bidders lists of small, veteran-owned, HUBZone, small disadvantaged, and women-owned small business concerns using sources such as the Pronet System developed by the Small Business Administration, the Minority Business Development Agency of the U.S. Department of Commerce, Local Minority Business Development Centers and Minority Contractor Associations, and the General Business Services Center in the project's Standard Metropolitan Statistical Area.
- b. Assuring the inclusion of small, veteran-owned, HUBZone, small disadvantaged, and women-owned small business concerns in all solicitations for products or services which they are capable of providing; and ensuring that all solicitations are structured to permit the maximum possible participation by small, veteran-owned, HUBZone, small disadvantaged, and women-owned small business concerns.
- c. Establishing and maintaining records of all solicitations and subcontract awards to ensure that the members of the firm who review bidders proposals document their reasons for selecting or not selecting a bid submitted by a small, veteran-owned, HUBZone, small disadvantaged, or women-owned small business concern, and monitoring the firm's progress toward and achievement of its percentage goals.
- d. Preparing and submitting the Subcontracting Report for Individual Contracts (SF 294) and the Summary Subcontract Report (SF 295) in accordance with the instructions provided on the forms, and coordinating and preparing for all compliance reviews by Federal agencies.
- e. Conducting or arranging for all other activities necessary to further the intent and attainment of goals of the Plan to include motivational training of the firm's purchasing personnel attendance at workshop, seminars and trade fairs conducted by or on behalf of small business, veteran-owned, HUBZone, small disadvantaged business, and/or women-owned small business concerns; and general cooperation with members of small business, veteran-owned, HUBZone, small disadvantage business, or women small business concerns or their representatives.

4. The following steps will be taken to ensure that small, veteran-owned, HUBZone, small disadvantaged, and women-owned small business concerns receive notice and have an equitable opportunity to compete for intended awards of subcontracts and/or purchase orders for the products and/or services described in section 1 b. above:

a. Sources will be requested through the SBA's ProNet system, business development organizations, minority, women-owned and small business trade associations and at small, minority, and women-owned small business procurement conferences; sources will be contacted; and bidding materials will be provided to all responding parties with interest.

b. Internally, motivational training will be conducted to guide and encourage purchasing personnel; source lists and guides to small, veteran-owned, HUBZone, small disadvantaged, and women-owned small business concerns will be maintained and utilized by purchasing personnel while soliciting subcontracts and purchase orders; activities will be monitored to ensure sufficient time is allowed for interested bidders to prepare their bids and to evaluate continuing compliance with this Subcontracting Plan.

5. KERRY ENTERPRISES agrees that the clause entitled "Utilization of Small Business Concerns, Veteran-Owned Business Concerns, HUBZone Small Business Concerns, Small Disadvantaged Business Concerns and Women-Owned Business Concerns" will be included in all subcontracts which offer further subcontracting opportunities. All subcontractors, except small business concerns, who receive subcontracts in excess of \$500,000 (\$1,000,000 in the case of construction) will be required to adopt and comply with a subcontracting plan similar to this one. Such plans will be reviewed to assure that all minimum requirements of an acceptable subcontracting plan have been satisfied.

The acceptability of percentaged goals shall be determined on a case-by-case basis depending on the supplies/services involved, the availability of potential small, veteran-owned, HUBZone, small disadvantaged, and women-owned small subcontractors, and prior experience. Once approved and implemented, plans will be monitored through the submission of periodic reports or, as time and availability of funds permit, periodic visits to subcontractor's facilities to review applicable records and subcontracting program progress.

6. KERRY ENTERPRISES agrees to submit such periodic reports and cooperate in any studies or surveys as may be required by the Contracting agency or the Small Business Administration in order to determine the extent of compliance by the offeror with the subcontracting plan and with the clause entitled "Utilization of Small Business Concerns, Veteran-Owned Small Business Concerns, HUBZone Small Business Concerns, Small Disadvantaged Business Concerns and Women-Owned Small Business Concerns" contained in the solicitation.

7. KERRY ENTERPRISES agrees to maintain at least the following types of records to document compliance with this Subcontracting Plan:

a. The names of all organizations, agencies, and associations contacted for small, veteran-owned, HUBZone, small disadvantaged, and women-owned small business sources, along with records of attendance at conferences, seminars and trade fairs where additional sources were developed.

b. Source lists, guides, and other data identifying small business, veteran-owned, HUBZone, small disadvantaged business, and women-owned small business concern subcontractors and vendors.

c. Records on all subcontract solicitations, on a contract-by-contract basis, indicating (1) whether small business concerns were solicited, and if not, why not; (2) whether veteran-owned small business concerns were solicited, and if not, why not; (3) HUBZone small business concerns were solicited, and if not, why not; (4) whether small disadvantaged business concerns were solicited, and if not, why not; (5) whether women-owned small business concerns were solicited, and if not, why not; and (6) reasons for the failure of solicited small, veteran-owned, HUBZone, small disadvantaged, or women-owned small business concerns to receive a subcontract award.

d. Records of all subcontract award data, to include subcontractor's name and address, to be kept on a contract-by-contract basis.

e. Minutes of internal motivational and training meetings held for the guidance and encouragement of purchasing personnel, and records of all monitoring activities performed for compliance evaluation.

f. Copies of SF 294 and SF 295 showing date and place of filing and copies of all other reports or results of reviews conducted by the contracting agency or other interested agencies of the Federal government to monitor our compliance with this Subcontracting Plan.

In closing KERRY ENTERPRISES states that it will be the policy of KERRY ENTERPRISES to afford every practicable opportunity for small business, veteran-owned, HUBZone, small disadvantaged business, and women-owned small business to participate in construction contracts awarded to KERRY ENTERPRISES by the Federal Government to ensure that equitable opportunity is provided to small, veteran-owned, HUBZone, small disadvantaged, and women-owned small business concerns to compete for award of subcontracts and purchase orders, and to diligently pursue the achievement

of our goals of participation by small business, veteran-owned, HUBZone, small disadvantaged business, and women-owned small business in the dollars available for subcontract/purchase order award under the solicitation.

BY _____

DATE _____

Signature

Title, and Company Name

Contract Specialist

DATE _____

Approval Recommended

SADBU

DATE _____

Approve/Disapprove

Contracting Officer

DATE _____

Approve/Disapprove

Procurement Center Representative
Small Business Administration

DATE _____

WEEKLY TEMPORARY ELECTRICAL INSPECTION

Week ending _____

Contract No. _____

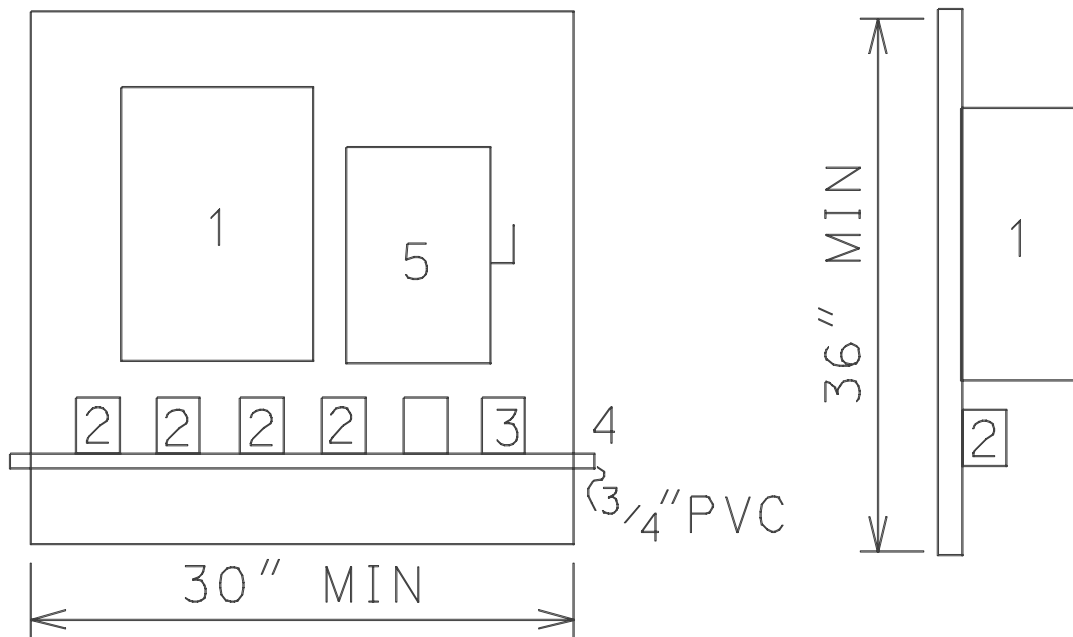
Contract Description _____

The following items were inspected in accordance with requirements in National Electrical Code and Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1.

1. Wire (size, type, condition).
2. Systems and devices (polarity, continuity of ground, resistance to ground).
3. Resistance of ground rods (25 OHMS) measured and recorded.
4. Check GFI for 15/20 amp 120 volt circuits.
5. Plugs and receptacles (type, NEMA rating).
6. Circuit breakers and disconnect (size, type, weatherproof).
7. Extension cords (type, UL listed, insulation condition, splices, location).
8. Open wiring on insulators, nonmetallic sheathed cable, outside clearance (600 volts or less), Festoon lighting (as applicable).

Signature Electrician/Electrical Engineer

MINIMUM STANDARD FOR TEMPORARY ELECTRICAL SERVICE



(DIMENSIONS ARE APPROXIMATE)

A. The backboard for temporary service shall consist of not less than 1/2 inch plywood of exterior grade.

B. Numbers above correspond to the item below:

Item 1 - NEMA 3R circuit breaker type panelboard. This panelboard shall consist of 1 two-pole 60 amp main circuit breaker, 4* one pole 20 AMP branch circuit breakers, and 1* two pole 20 AMP branch circuit breaker. Breakers shall meet Federal Specifications Standards for Class 1A breakers and shall be plug-in type. (*Number of breakers to be adjusted to suit the job requirements.)

Item 2 - Duplex grounding type convenience outlets in standard utility type outlet boxes with covers, meeting the NEC and NEMA requirements for wet locations. Connections to the branch circuit breakers shall be grounded by two conductors #12 NMC cable.

Item 3 - (Optional) A single three-conductor grounding type outlet rated for 250 volt service meeting the NEC and NEMA requirements for wet locations. Connections from this outlet to the two pole breaker shall be by two conductor grounded type NMC cable.

Item 4 - 3/4 inch PVC. This shall be used to support extension cords.

Item 5 - NEMA 3R service disconnect safety switch - 60 amp minimum.

C. The panelboard shall be grounded by #6 copper wire connected to a 3/4 inch by 10-foot long ground rod.

D. Service to the panel shall consist of three copper conductor #6 minimum service entrance cable. This cable may enter the top or side of the panelboard.

E. Periodic inspections of systems and devices will be made by the Contractor at intervals not to exceed 1 week, and a report will be submitted indicating the results.

F. All receptacle outlets that provide temporary electrical power during construction, remodeling, maintenance, repair, or demolition shall have ground-fault circuit-interrupter (GFCI) protection for personnel. GFCI protection shall be provided on all circuits serving portable electric hand tools or semi-portable electric power tools (such as block/brick saws, table saws, air compressors, welding machines, and drill presses). See EM 385-1-1 for exceptions.

G. Per EM 385-1-1 all temporary power distribution systems shall be submitted to the field office before installation.

ACTIVITY HAZARD ANALYSIS

1. Phase of Construction		
2. Location	3. Contract No.	4. Project
5. Prime Contractor	6. Date of Preparatory	7. Estimated Start Date
Potential Safety Hazard	Procedure to Control Hazard	
<div></div>		
8. Contractor's Representative (signature)	9.	

SAFETY CHECKLIST FOR CRAWLER, TRUCK & WHEEL MOUNTED CRANES

Contract # and title:			
Equipment name & number: owned or leased?			
Contractor:	Subcontractor:		
Contract Inspector:	Date inspected:		
	Yes	No	N/A
1. Unless the manufacture has specified an on-rubber rating, outriggers will be fully extended and down? (16.D.10)			
2. Are lattice boom cranes equipped with a boom angle indicator, load indicating device, or a load moment indicator? (16.D.01)			
3. Are lattice boom and hydraulic cranes equipped with a means for the operator to visually determine levelness? (16.D.02)			
4. Are lattice boom and hydraulic cranes, except articulating booms cranes, equipped with drum rotation indicators located for use for the operator? (16.D.03)			
5. Are lattice boom and hydraulic mobile cranes equipped with a boom angle or radius indicator within the operator's view? (16.D.04)			
6. Are lattice boom cranes, with exception of duty cycle cranes, equipped with an anti-two blocking device? (16.D.05)			
7. When duty cycle machines are required to make a non-duty lift, is the crane equipped with an international orange warning device and is a signal person present? (16.D 05)			
8. Are the following with the crane at all times: (16.C.02) <ul style="list-style-type: none"> a. the manufacturer's operating manual? b. the load rating chart? c. the crane's log book documenting use, maintenance, inspections and tests? d. operating manual for crane operator aids used on the crane. 			

	Yes	No	N/A
9. Are the following on the project site: a. completed periodic inspection report prior to initial work? (16.C.12) b. pre-operational checklist used for daily inspection? (16.C.12) c. written reports of the operational performance test? (16.C.13) d. written reports of the load performance test? (16.C.13)			
10. Are all operators physically qualified to perform work? (16.C.05)			
11. Are all operators qualified by written and practical exam or by appropriate licensing agency for the type crane they are to operate? (16.C.05)			
12. Is the crane designed and constructed IAW the standards listed in Table 16-1? (16.C.06)			
13. Is a hazard analysis for set-up and set-down available? (16.C.08)			
14. Are accessible areas within the swing radius of the rear of the crane barricaded? (16.C.09)			
15. Are there at least 3 wraps of cable on the drum? (16.C.10)			
16. Are the hoisting ropes installed IAW the manufacturer's recommendations? (16.C.10)			
17. Are critical lift plans available? (16.C.18)			
18. Are minimum clearance distance for high voltage lines posted at the operator's position? (11.E.04)			
19. Do older lattice boom cranes with anti-two block warning devices in lieu of anti-two block prevention devices have a written exemption? (16.D.05)			
20. Is the slow moving emblem used on all vehicles which by design move at 25 MPH or less on public roads? (08.A.04)			
21. Are all vehicles which will be parked or moving slower than normal traffic on haul roads equipped with a yellow flashing light or flasher visible from all directions? (16.A.13)			

22. Is all equipment to be operated on public roads provided with: (16A.07) a. headlights? b. brake lights? c. taillights? d. back-up lights? e. front and rear turn signals?	Yes	No	N/A
23. Are seat and seat belts provided for the operator and each rider on equipment? (16.A.07 and 16.B.08)			
24. Is all equipment with windshields equipped with powered wipers and defogging or defrosting devices? (16.A.07)			
25. Is the glass in the windshield or other windows clear and unbroken to provide adequate protection and visibility for the operator? (16.A.07, 16.B.10)			
26. Is all equipment equipped with adequate service brake system and emergency brake system? (16.A.18)			
27. Are areas on equipment where employees walk or climb equipped with platforms, footwalks, steps, handholds, guardrails, toeboards and non-slip surfaces? (16.B.03)			
28. Is all self propelled equipment equipped with automatic, audible, reverse signal alarms? (16.B.01)			
29. Is there a record of manufacturer's approval of any modification of equipment which affects its capacity or safe operation? (16.A.18)			
30. Are truck and crawler cranes attached to a barge or pontoon by a slack tiedown system? (16.F.06)			
31. Have the following conditions been met for land cranes mounted on barges or pontoons: (16.F.04) a. Have load ratings been modified to reflect the increased loading from list, trim, wave, and wind action? b. Are all deck surfaces above the water? c. Is the entire bottom area of the barge or pontoon submerged? d. Are tie downs available? e. Are cranes blocked and secured?			
32. Are all belts, gears, shafts, spindles, drums, flywheels, or other rotating parts of equipment guarded where is a potential for exposure to workers? (16.B.03)			

	Yes	No	N/A
33. Is the area where the crane is to work level, firm and secured? (16.A.10)			
34. Is a dry chemical or carbon dioxide fire extinguisher rated at least 5-B:C on the crane? (16.A.26)			
35. Are trucks, for truck mounted cranes, equipped with a working reverse signal alarm? (16.B.01)			
36. Is a signal person provided where there is danger from swinging loads, buckets, booms, etc.? (16.B.13)			
37. Is there adequate clearance from overhead structures and electrical sources for the crane to be operated safely? (16.C.09)			
38. Is there adequate lighting for night operations? (16.C.19)			
39. Has the the boom stop test on cable-supported booms been performed? (16.D.06)			
40. Is the boom disenaging device functioning as required? (16.D.06)			
41. Has all rigging and wire rope been inspected? (Section 15)			
Remarks:(Enter actions taken for all "no" answers.)			
Contractor inspector signature			
Contractor QC/safety officer/project manager signature			

SAFETY CHECKLIST FOR PORTAL, TOWER, AND PILLAR CRANES			
Contract # and Title:			
Equipment name & number: owned or leased?			
Contractor:		Subcontractor:	
Contract Inspector:		Date Inspected:	
	Yes	No	N/A
1. Are the following available: (16.E.02) a. written erection instructions? b. listing of the weight of each component? c. an activity hazard analysis for the erection? d. does the activity hazard analysis contain (1.) location of crane and adjacent structures? (2.) foundation design and construction requirements? (3.) clearance and bracing requirements?			
2. Is there a boom angle indicator within the operator's view? (16.E.04)			
3. Are luffing jib cranes equipped with: (16.E.05) a. shock absorbing jib stops? b. jib hoist limit switch? c. jib angle indicator visible to operator?			
4. If used, do rail clamps have slack between the point of attachment to the rail and the end fastened to the crane? (16E.06)			
5. Are the following with the crane at all times: (16.C.02) a. the manufacturer's operating manual? b. the load rating chart? c. the crane's log book documenting use, maintenance, inspections and tests? d. the operating manual for crane operational aids used on the crane?			

	Yes	No	N/A
6. Are the following on the project site: a. completed periodic inspection report prior to initial work? (16.C.12) b. pre-operational checklist used for daily inspections? (16.C.12) c. written reports of the operational performance tests? (16.C.13) d. written reports of the load performance tests? (16.C.13)			
7. Is every crane operator certified by a physician to be physically qualified to perform work? (16.C.05)			
8. Are all operators qualified by written and practical exam or by appropriate licensing agency for the type crane they are to operate? (16.C.05)			
9. Is the crane designed and constructed IAW the standards listed in Table 16-1? (16.C.05)			
10. Is a hazard analysis for set-up and set-down available? (16.C.08)			
11. Are there at least 3 wraps of cable on the drum? (16.C.10)			
12. Are the hoisting ropes installed IAW the manufacturer's recommendations? (16.C.10)			
13. Is there a record of manufacturer's approval of any modification of equipment which affects its capacity or safe operation? (16.A.07)			
5. Remarks: (Enter actions taken)			
Contractor inspector signature			
Contractor QC/safety officer/project manager signature			

SAFETY CHECKLIST FOR RIGGING			
Contract # and title:			
Equipment name & number: owned or leased?			
Contractor		Subcontractor:	
Contractor inspector:		Date inspected:	
	Yes	No	N/A
1. Has all defective rigging been removed? (15.A.01)			
2. Is rigging stored properly? (15.A.01)			
3. Are running lines within 6.5' of the ground or working level guarded? (15.A.03)			
4. Are all eye splices made in an approved manner with rope thimbles? (sling eyes excepted) (15.A.04)			
5. Are positive latching devices used to secure loads? (15.A.05)			
6. Are all custom lifting accessories marked to indicate their safe working loads? (15A.07)			
7. Are all custom designed lifting accessories proof-tested to 125% of their rated load? (15.A.07)			
8. Are the following conditions met for wire rope: (15.B.01-09) a. Are they free of rust or broken wires? b. Are defective ropes cut up or marked as unusable? c. Do rope clips attached with U-bolts have the U-bolts on the dead end or short end of the rope? d. Are protruding ends of strands in splices on slings and bridles covered or blunted? e. Except for eye splices in the end of wires and for all endless wire rope slings, are all wire ropes used in hoisting, lowering, or pulling loads one continuous piece, free of knots or splices?			

<p>f. Do all eye splices have at least 5 full tucks?</p> <p>g. If used, are wedge sockets fastening attached without attached the dead end of the wire rope to the live rope?</p> <p>h. Are they free of eyes or splices formed by wire rope clips or knots?</p>	Yes	No	N/A
<p>9. Are the following conditions met for chain? (15.C.01-04)</p> <p>a. Are all chains alloyed?</p> <p>b. Do all coupling links or other attachments have rated capacities at least equal to that of the chain.</p> <p>c. Are makeshift fasteners restricted from use?</p>			
<p>10. Are the following conditions met for fiber rope: (15.D.01-07)</p> <p>a. Are all ropes protected from freezing, excessive heat or corrosive materials?</p> <p>b. Are all ropes protected from abrasion?</p> <p>c. Are splices made IAW manufacture's recommendations?</p> <p>d. Do all eye splices in manila rope contain at least 3 full tucks and do all short splices contain at least 6 full tucks (3 on each side of the centerline of the splice)?</p> <p>e. Do all splices in layed synthetic fiber rope contain at least 4 full tucks and do short splices contain at least 8 full tucks (4 on each side of the centerline of the splice)?</p> <p>f. Do the tails of fiber rope splices extend at least 6 rope diameters (for rope 1" diameter or greater) past the last full tuck?</p> <p>g. Are all eye splices large enough to provide an included angle of not greater than 60° at the splice when the eye is placed over the load or support?</p>			
<p>11. Are the following conditions met for all slings: (15.E.01-06)</p> <p>a. Is protection provided between the sling and sharp surfaces?</p> <p>b. Do all rope slings have minimum clear length of 40 times the diameter of component ropes between each end fitting or eye splice?</p> <p>c. Do all braided slings have a minimum clear length of 40 times the diameter of component ropes between each end fitting or eye splice?</p>			

d. Do all welded alloy steel chain slings have affixed permanent identification stating size, grade, rated capacity and manufacturer? e. Is each synthetic web sling marked or coded to identify its manufacturer, rated capacities for each type hitch and the type material?	Yes	No	N/A
12. Are drums, sheaves, and pulley smooth and free of surface defects? (15.F.01)			
13. Is the ratio of the diameter of the rigging and the drum, block sheave or pulley thread diameter such that the rigging will adjust without excessive wear, deformation, or damage? (15F.02)			
14. Have all damaged drums, sheaves and pulleys been removed from service? (15.F.04)			
15. Are all connections, fittings, fastenings, and attachments of good quality, proper size and strength, and installed IAW manufacturer's recommendations? (15.F.05)			
16. Are all shackles and hooks sized properly? (15.F.06 & .07)			
17. Are hoisting hooks rated at 10 tons or greater provided with safe handling means? (15.F.07)			
18. Do all drums have sufficient rope capacity? (15.F.08)			
19. Is the drum end of the rope anchored by a clamp securely attached to the drum in a manner approved by the manufacturer? (15.F.08)			
20. Do grooved drums have the correct groove pitch for the diameter of the rope and is the groove depth correct? (15.F.08)			
21. Do the flanges on grooved drums project beyond the last layer of rope at a distance of either 2" or twice the diameter of the rope, whichever is greater? (15.F.08)			
22. Do the flanges on ungrooved drums project beyond the last layer of rope a distance of either 2.5" or twice the diameter of the rope, which ever is greater.			

23. Are the sheaves compatible with the size of rope used and as specified by the manufacture? (15F.09)	Yes	No	N/A
24. Are sheaves properly aligned, lubricated, and in good condition? (15.F.09)			
25. When rope is subject to riding or jumping off a sheave, are sheaves equipped with cablekeepers? (15.F.09)			
26. Are eye bolts loaded in the plane of the eye and at angles less than 45° to the horizontal? (15.F.10)			
27. Remarks: (Enter actions taken for "no" answers.)			
Contractor inspector signature			
Contractor QC/safety/project manager signature			

SAFETY CHECKLIST FOR MOTOR VEHICLES , TRAILERS AND TRUCKS

Contract # and title:
owned or leased?

Equipment name & number:

Contractor:

Subcontractor:

Contractor inspector:

Date inspected:

	Yes	No	N/A
1. Are records of safety inspections of all vehicles available? (18.A.02)			
2. Are all vehicles to be operated between sunset and sunrise equipped with: (18.A.04) a. 2 headlights? b. taillights and brake lights? c. front and back turn signals? d. 3 emergency flares, reflective markers, or equivalent portable warning devices?			
3. Are vehicles, except trailers or semi-trailers having a gross weight of 5000 lbs or less, equipped with service brakes and manually operated parking brakes? (18.A.05)			
4. Are service brakes on trailers and semitrailers controlled from the driver's seat of the prime mover? (18A.06)			
5. Does the vehicle have: (18.A.06) a. a speedometer? b. a fuel gage? c. an audible warning device (horn)? d. a windshield & adequate windshield wiper? e. an operable defroster and defogging device? f. an adequate rearview mirror? g. a cab, cab shield, and other protection to protect the driver from the elements and falling or shifting materials? h. non-slip surfaces on steps? I. a power-operated starting device?			

	Yes	No	N/A
6. Is all the glass safety glass and is all broken or cracked glass replace? (18.A.07)			
7. Do trailers meet the following: (18A.08) a. Are all towing devices adequate for the weight drawn? b. Are all towing devices properly mounted? c. Are locking devices or a double safety system provided on every 5th wheel mechanism and tow bar arrangement to prevent accidental separation? d. Are trailers coupled with safety chains or cables to the towing vehicle? e. Are trailers equipped with the power brakes equipped with a break-away device which will lock-up the brakes in the event the trailer separates from the towing vehicle?			
8. Are all dump trucks:(18.A.10) a. equipped with a holding device to prevent accidental lowering of the body? b. equipped with a hoist lever secured to prevent accidental starting or tipping? c. equipped with means to determine (from the operator's position) if the dump box is lowered? d. equipped with trip handles for tailgates that allow the operator to be clear?			
9. Are all buses, trucks and combination of vehicles with a carrying capacity of 1.5 tons or more, to be operated on public roads equipped with: (18.A.11) a. 3 reflective markers? b. 2 wheel chocks for each vehicle? c. at least one 2A:10B:C fire extinguisher? d. at least two properly rated fire extinguishers (for vehicles carrying flammable cargo)? e. a red flag not less than 1 foot square.			
10. Is vehicle exhaust controlled so as not to present a hazard to personnel? (18.A.13)			
11. Are all rubber tired motor vehicles equipped with fenders or with mud flaps if the vehicle is not designed for fenders? (18.A.14)			

	Yes	No	N/A
12. Are all vehicles, except buses, equipped with seat belts? (18.B.02)			
13. Does all self-propelled construction and industrial equipment have a working reverse signal alarm? (16.B.01)			
14. Are all hot surfaces of equipment, including exhaust pipes or other lines, guarded or insulated to prevent injury or fire? (16.B.03)			
15. If an off the road vehicle, is it equipped with rollover protective structures? (16.B.12)			
16. Remarks: (Enter actions taken for "no" answers)			
Contractor inspector signature			
Contractor QC/safety officer/project manager signature			

SAFETY CHECKLIST FOR CRAWLER TRACTORS AND DOZERS

Contract # and title:			
Equipment name & number: owned or leased?			
Contractor:		Subcontractor:	
Contractor inspector:		Date inspected:	
	Yes	No	N/A
1. Are initial and daily/shift inspection records available? (16.A.01& .02)			
2. Are only qualified operators assigned to operate mechanized equipment? (16.A.04)			
3. Are sufficient lights provided for night operations? (16.A.11)			
4. Is the unit shut down before refueling? (16.A.14)			
5. Does the unit have as a minimum a 5-B:C fire extinguisher? (16.A.26)			
6. Is there an effective, working reverse alarm? (16.B.01)			
7. Are moving parts, shafts, sprockets, belts, etc., guarded? (16.B.03 ,07, and 13)			
8. Is protections against hot surfaces, exhausts, etc., provided? (16.B.03 and .13)			
9. Are fuel tanks located in a manner to prevent spills or overflows from running onto engine exhaust or electrical equipment?			

10. Are exhaust discharges directed so they do not endanger person or obstruct operator vision?(16.B.05)	Yes	No	N/A
11. Are seat belts provided? (16B.08)			
12. Is protection (grills, canopies, screens) provided to shield operator from falling or flying objects? (16.B.10 and .11)			
13. Is roll over protection provided? (16.B.12)			
14. Remarks: (Enter actions taken for "no" answers)			
Contractor inspector signature			
Contractor QC/safety officer/project manager signature			

SAFETY CHECKLIST FOR SCRAPERS, MOTOR GRADERS, AND OTHER MOBILE EQUIPMENT

Contract # and title:			
Equipment name and number: owned or leased?			
Contractor:		Subcontractor:	
Contractor inspector:		Date inspected:	
	Yes	No	N/A
1. Are initial and daily/shift inspection records available? (16.A.01 & .02)			
2. Are only qualified operators assigned to operate equipment? (16.A.04)			
3. Are sufficient lights provided for night operations? (16.A.11)			
4. Does the unit have as a minimum a 5-B:C fire extinguisher? (16.A.26)			
5. Is there an effective working reverse alarm? (16.B.01)			
6. Is the unit shut down for refueling? (16.A.14)			
7. Are moving parts, shafts, sprockets, belts, etc., guarded? (16.B.03, .07 and .13)			
8. Is protection against hot surfaces, exhausts, etc., provided? (16.B.03 and .13)			
9. Are fuel tanks located in a manner to prevent spills or overflow from running onto engine exhaust or electrical equipment? (16.B.04)			
10. Are exhaust discharges directed so they do not endanger persons or obstruct operator vision? (16.B.05)			

	Yes	No	N/A
11. Are seat belts provided for each person required to ride on the equipment? (16.B.08)			
12. Is protection (grills, canopies, screens) provided to shield operators from falling or flying objects? (16.B.10 and .11)			
13. Is roll over protection provided? (16.B.12)			
14. Is a safe means of access to the cab provided (steps, grab bars, non-slip surfaces)? (16.B.03)_			
15. Are adequate head and tail lights provided? (16.A.07)			
16. Have brakes been tested and found satisfactory? (16.A.07)			
17. Does the unit have an emergency brake which will automatically stop the equipment upon brake failure? Is this system manually operable from the drivers position? (16.A.07)			
18. Is all equipment with windshields equipped with powered wipers and defogging or defrosting system? (16.A.07)			
19. Are all vehicles which will be parked or moving slower than normal traffic on haul roads equipped with a yellow flashing light or flasher visible from all directions? (16.A.13)			
20. Is the slow moving emblem used on all vehicles which by design move at 25 MPH or less on public roads? (08A.04)			

21. Have air tanks been tested and certified? (20.A.01)	Yes	No	N/A
22. Is an air pressure gage in working condition installed on the unit? (20.A.12)			
23. Does the air tank have an accessible drain valve? (20.B.17)			
24. Remarks: (Enter action taken for all "no" answers)			
Contractor inspector signature			
Contractor QC/safety officer/project manager			

SAFETY CHECKLIST FOR MATERIAL HOISTS			
Contract # and title:			
Equipment name & number:			
Contractor:		Subcontractor:	
Contract Inspector:		Date inspected:	
	Yes	No	N/A
1. Are all hoist towers, masts, guys or braces, counterweights, drive machinery supports, sheave supports, platforms, supporting structures, and accessories designed by a licensed engineer? (16.K.02)			
2. Is a copy of the hoist operating manual available? (16.K.04)			
3. Do all floors and platforms have slip-resistant surfaces? (16.K.08)			
4. Are landings and runways adequately barricaded and is overhead protection provided where needed? (16.K.08)			
5. Are hoisting ropes installed IAW manufacturer's instructions? (16.K.10)			
6. Are operating rules posted at the hoist operator's station? (16.K.14)			
7. Are air powered hoists connected to an air supply of sufficient capacity and pressure to safely operate the hoist? (16.K.15)			
8. Are pneumatic hoses secured by some positive means to prevent accidental disconnection? (16.K.15)			
9. Remarks: (Enter actions taken for all "no" answers.)			
Contractor inspector signature			
Contractor QC/safety officer/project manager signature			

SAFETY CHECKLIST FOR EARTH DRILLING EQUIPMENT

Contract # and title:			
Equipment name & number:			
Contractor:		Subcontractor:	
Contractor inspector:		Date inspected:	
	Yes	No	N/A
1. Is a copy of the manual for all drilling equipment available? (16.M.01)			
2. Have all overhead electrical hazards and potential ground hazards been identified in a site layout plan and addressed in an activity hazard analysis? (16.M.02)			
3. Are MSDSs for all drilling fluids available? (16.M.05)			
4. Does the drilling equipment have 2 easily accessible emergency shut down devices (one for the operator and one for the helper)? (16.M.06)			
5. Is the equipment posted with a warning of electrical hazards? (16.M.06)			
6. Is there a spotter or an electrical proximity warning device available to ensure safe distances from power lines are maintained? (16.M.06)			
7. Remarks: (Enter actions taken for "no" answers)			
Contractor inspector signature			
Contractor QC/safety officer/project manager			

INSTRUCTIONS

1. Section I will be initiated by the Contractor in the required number of copies.
2. Each transmittal shall be numbered consecutively in the space provided for "Transmittal No.". This number, in addition to the contract number, will form a serial number for identifying each submittal. For new submittals or resubmittals mark the appropriate box; on resubmittals, insert transmittal number of last submission as well as the new submittal number.
3. The "Item No." will be the same "Item No." as indicated on ENG FORM 4288-R for each entry on this form.
4. Submittals requiring expeditious handling will be submitted on a separate form.
5. Separate transmittal form will be used for submittals under separate sections of the specifications.
6. A check shall be placed in the "Variation" column when a submittal is not in accordance with the plans and specifications--also, a written statement to that effect shall be included in the space provided for "Remarks".
7. Form is self-transmittal, letter of transmittal is not required.
8. When a sample of material or Manufacturer's Certificate of Compliance is transmitted, indicate "Sample" or "Certificate" in column c, Section I.
9. U.S. Army Corps of Engineers approving authority will assign action codes as indicated below in space provided in Section I, column i to each item submitted. In addition they will ensure enclosures are indicated and attached to the form prior to return to the contractor. The Contractor will assign action codes as indicated below in Section I, column g, to each item submitted.

THE FOLLOWING ACTION CODES ARE GIVEN TO ITEMS SUBMITTED

- | | |
|---|---|
| A -- Approved as submitted. | E -- Disapproved (See attached). |
| B -- Approved, except as noted on drawings. | F -- Receipt acknowledged. |
| C -- Approved, except as noted on drawings.
Refer to attached sheet resubmission required. | FX -- Receipt acknowledged, does not comply
as noted with contract requirements. |
| D -- Will be returned by separate correspondence. | G -- Other (<i>Specify</i>) |

10. Approval of items does not relieve the contractor from complying with all the requirements of the contract plans and specifications.

(Reverse of ENG Form 4025-R)

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

Approved by
OM
0348-0046

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known: _____		5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known: _____
6. Federal Department/Agency: _____	7. Federal Program Name/Description: CFDA Number, if applicable : _____	
8. Federal Action Number, if known: _____	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI): _____ _____ _____		b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI): _____ _____ _____
(attach Continuation Sheet(s) SF-LLL-A, if necessary)		
11. Amount of Payment (check all that apply): \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned	13. Type of Payment (check all that apply): <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify: _____	
12. Form of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____		
14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated in Item 11: (attach Continuation Sheet(s) SF-LLL-A, if necessary)		
15. Continuation Sheet(s) SF-LLL-A attached: <input type="checkbox"/> Yes <input type="checkbox"/> No		
16. Information requested through this form is authorized by title 31 U.S.C section 1352. This disclosure of lobbyig activities is a materia representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352 . This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only:		Authorized for Local Reproduction

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individuals(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.

Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

**DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET**

Approved by
OM
0348-0046

Reporting Entity: _____ Page _____ of _____

DIRECTORATE OF ENGINEERING & HOUSING EXCAVATION PERMIT

FB Reg 420-13

DATE

1. CLEARANCE IS REQUIRED TO PROCEED WITH WORK AT

ON WORK ORDER NO _____ CONTRACT NO _____

2. METHOD OF EXCAVATION

A. HAND

B. POWER SHOVEL

C. DITCHER

D. OTHER (SPECIFY)

3. SCOPE OF WORK (DEPTH, WIDTH, LENGTH, LOCATION, AND SKETCH AS APPLICABLE)
IF CONTRACT A COPY OF APPLICABLE DRAWINGS OR SKETCHES MUST BE ATTACHED.

4. DATE CLEARANCE REQUESTED

5. TERMINATION DATE OF CLEARANCE (60 DAYS UNLESS SPECIFIED)

6. REQUESTING ORGANIZATION OR COMPANY

7. PHONE NUMBER

8. SIGNATURE (REQUESTING OFFICIAL)

9. EXCAVATION CLEARANCE APPROVAL

UTILITY	REMARKS	SIGNATURE OF APPROVING OFFICIAL	DATE
ELECTRICAL UNDERGROUND DISTRIBUTION			
STEAM OR HTW DISTRIBUTION			
CHILLER DISTRIBUTION			
SEWER LINES			
WATER DISTRIBUTION			
NATURAL GAS DISTRIBUTION			
TELEPHONE (DOIM)			
OTHER			
TELEPHONE (CT&T)			

MEMORANDUM FOR DEH ENVIRONMENTAL OFFICE

SUBJECT: Landfill Permit Application

1. Fill in the following information for each Contractor vehicle:

- a. Landfill to Be Used: Sanitary _____ Demolition _____ Both _____
- b. Company Name: _____
- c. Contract Number: _____
- d. Project Title: _____
- e. Project Location: _____
- f. Date of Notice to Proceed: _____
- g. Project Length (In Days): _____
- h. Vehicle Make: _____
- i. Vehicle License Plate Number: _____
- j. Contract Inspector: _____

2. Note: Applications must be forwarded to the Environmental Office by a Government Official (e.g., Contracting Officer's Representative or Project Inspector). Applications delivered on any working day will be processed and available for pickup the following workday by 0830.

FORT BRAGG ASBESTOS REMOVAL, TRANSPORTATION, AND
DISPOSAL DOCUMENTATION FORM

1. REMOVAL: ON _____ (SY/LF/CF/OR POUNDS) OF
ASBESTOS CONTAINING MATERIAL REMOVED FROM BUILDING #_____,
_____ (STREET ADDRESS), FORT BRAGG, NC, PER
_____ (WORK ORDER/CONTRACT NUMBER) WAS PREPARED FOR MOVEMENT TO THE
LANDFILL UNDER THE SUPERVISION OF _____ (PRINT NAME OF
SUPERVISOR) REPRESENTING _____ (NAME OF
FIRM/ORGANIZATION).

(SIGNATURE OF SUPERVISOR)

2. TRANSPORTATION: ON _____ THE ACM MENTIONED ABOVE WAS TRANSPORTED
ON THE VEHICLE AUTHORIZED BY LANDFILL VEHICLE PERMIT NUMBER _____ BY

(PRINT NAME OF DRIVER) _____ (SIGNATURE
OF DRIVER) TO THE LONGSTREET LANDFILL ON LONGSTREET ROAD, FORT BRAGG, NC.

3. DISPOSAL: THE ACM DESCRIBED IN PARAGRAPH 1 WAS DELIVERED BY THE VEHICLE
IDENTIFIED ABOVE TO THE LONGSTREET LANDFILL AND RECEIVED BY

(PRINT NAME OF LANDFILL OPERATOR)

I CERTIFY THAT THE LANDFILL HAS BEEN APPROVED FOR THE DISPOSAL OF ASBESTOS.
THE MATERIAL DELIVERED WILL BE COVERED WITH NONASBESTOS MATERIAL IN THE
PRESCRIBED MANNER.

(PRINT NAME OF OPERATOR)

(SIGNATURE)

(DATE)

REAL PROPERTY INVENTORY

ITEM	TALLY	TOTAL
COMMODOES		
LAVATORIES		
URINALS		
EXHAUST FAN (9")		
EXHAUST FAN (OTHER)		
WATER COOLER		
HOTWATER HEATER		
MOP SINK		
AC PLANT	LS 5 TN. 5-25 TN. 25-100 TN. OVER 100 TN.	
AS (WINDOW TYPE)		
FIRE ALARM SYSTEM	MANUAL HALON SPRINKLER	
EMERGENCY LIGHTS		
UNIT HEATER		
STRIP HEATER		
COOLING TOWER		
WALK-IN COOLER		
AIR CURTAIN		
EYE WASH		
SHOWERS		
BOILER	GAS FIRED OIL FIRED STEAM	
FUEL TANK	UNDERGROUND OUTSIDE	

REAL PROPERTY INVENTORY

ITEM	TALLY	TOTAL
WASH BASIN		
AIR COMPRESSOR		
HOISTS		
INVENTORY BY:		DATA:
RECONCILED BY:		DATA:

REAL PROPERTY INVENTORY

[illegible]

Appendix A - Timeliness of Performance

(Offerors are reminded that while the Government may elect to consider data obtained from other sources the burden of proving acceptability rests with the Offeror.)

[illegible]

1. Includes Weather Days.
2. Includes Weather Days and Time Authorized by Modification.
3. Includes Weather Days, Time Authorized by Modification and Time Subject to Liquidated Damages

Appendix B - Quality of Performance

(Offerors are reminded that while the Government may elect to consider data obtained from other sources the burden of proving acceptability rests with the Offeror.)

[illegible]

Provide Support Data: Letters of commendation, evaluation and recommendation from the customer or contracting agent

Appendix C Contracts Completed

(Offerors are reminded that while the Government may elect to consider data obtained from other sources the burden of proving acceptability rests with the Offeror.)

[illegible]

APPENDIX D
RESPONSE TIME MATRIX

Description	Number of Workdays
Initial Call Normal	
Initial Call Urgent	
Submit Proposal Normal	
Submit Proposal Urgent	
Start Work Normal	
Start Work Urgent	

Solicitation No.
DACA21-02-R-0025

DESCRIPTION/SPECIFICATIONS

TABLE OF CONTENTS
DIVISION 1

Section
Number

Section Title

DIVISION 1 - GENERAL

01080	Description/Specs/Work Statement
01085	Detailed Design Performance Requirements
01320	Progress Schedules
01330	Submittal Procedures
01340	Survey, Layout, and Other Data
01420	Sources for Reference Publications
01451	Contractor Quality Control
01501	Special Contract Requirements
01700	Contract Closeout

TABLE OF CONTENTS

SECTION 01080

DESCRIPTION/SPECS/WORK STATEMENT

1.	OBJECTIVE
2.	DESCRIPTION
3.	DEFINITIONS
4.	SERVICES TO BE PERFORMED
5.	APPROVALS, RESPONSIBILITIES, QUALIFICATIONS FOR LABOR CATEGORIES
6.	ACTIVITIES UNDER FACILITY REMEDIATION PROJECTS
7.	SUBMITTED SURVEYS, STUDIES, PROPOSALS, AND WORK PLANS
8.	ENVIRONMENTAL PROTECTION
9.	ASBESTOS AND LEAD-BASED PAINT
10.	SITE SECURITY
11.	ACCIDENT REPORTS
12.	PUBLIC AFFAIRS
13.	REFERENCES

SECTION 01080

DESCRIPTION/SPECS/WORK STATEMENT

1. OBJECTIVE: This Design-Build Indefinite Delivery Indefinite Quantity (IDIQ) task order contract is intended to provide rapid response to remediation of real property (i.e. maintenance/ repair/minor construction situations relating, but not limited to, the civil, mechanical, plumbing, structural, electrical, HVAC, instrumentation, security and safety areas of Government facilities) in a cost effective manner. Task orders for design only shall not be placed against the contract. Task orders for construction or design-build may be placed against the contract. Some Architect-Engineering Services related to design-build and construction may be required. A Professional Engineering "seal" shall be provided on that work. See the following sections for specific tasks.

2. DESCRIPTION.

2.1 The Contractor shall provide, upon receipt of a task order, all labor, materials, supplies, parts (to include system components), plant, supervision, equipment, and related services, (except when specified as Government furnished), to repair, construct, and/or maintain real property facilities, structures primarily at Federal facilities in Georgia with limited work at Federal facilities in South Carolina and North Carolina (may also include task orders for Federal projects within the geographic boundaries of the U. S. Army Corps of Engineer, South Atlantic Division) as specified in strict accordance with all terms, conditions, special contract requirements, specifications, drawings, attachments, and exhibits contained in the contract or incorporated by reference.

2.1.1 Contractor's work and responsibility shall include all Contractor planning, programming, administration, and management necessary to provide all remediation (i.e. maintenance, repair, and/or construction and design/build services) as specified. The work shall be conducted by the Contractor in strict accordance with the contract and all applicable Federal, State, and local laws, regulations, codes, or directives. The Contractor shall provide related services such as preparing and submitting required reports, performing administrative work, and submitting necessary information as specified under this contract and within each task order. The Contractor shall ensure that all work provided meets the scope of work for each task order, and any special specifications included with the individual task order or included in any applicable documents.

2.1.2 The Government will provide a detailed scope of work to the Contractor detailing the task to be accomplished. The detail provided will vary from a general idea of what is required with no drawings to complete design documents, depending on the complexity of the project. The Contractor shall use the information provided by the Government and submit a complete proposal regardless of how much information is provided by the Government. The proposal shall include the remediation method, labor and materials necessary for performing the work required. For task orders where no drawings are provided by the Government, the Contractor shall provide sketches to clearly show what work is included with his proposal.

2.1.3 The Contractor shall complete all work and services under this contract in accordance with schedules established in each task order. Submittal dates will be included in the task order. These dates identify when submittals are due in the issuing office and other addresses identified in the task order. Types and numbers of submittals and dates and places for review meetings shall be established by each task order.

3. DEFINITIONS.

3.1 The following terms apply to this contract (the list is not all-inclusive).

3.1.1 Site Survey: An inspection of a facility required to accomplish a design/build remediation action and normally part of the work plan.

3.1.2 Facility Remediation Project: A project undertaken to correct an identified situation.

3.1.3 Work Plan (Design): A detailed package consisting of single line diagrams, design, engineering calculations, criteria, manufacturers' data/cut sheets, specifications, estimates, etc., suitable to provide details to remediate (construct) a facility.

3.1.4 Remediation Action (Design/Build): The action taken to prepare the work plan (design) and accomplish construction; i.e., design, repair, renovation, minor new construction.

3.1.5 Remediation Action (Construction): The action taken to accomplish construction; i.e., repair, renovation, minor new construction.

3.2 Data Submittal Requirements.

3.2.1 DD Form 1423 - Contract DATA REQUIREMENTS LIST. These forms, attached to the end of this section, show the frequency of submittals and the number and destination of the submittals as well as related contracting office requirements. They are referenced in the scope of work (SOW) by title and DATA ITEM NUMBER (DIN). The DIN is assigned to the data submittal requirements for the Contractor. The DIN is alphanumeric in that it is composed of alphabetical letters and sequential data submittal requirements, numbers: i.e., FRP0001 is the first (001) data submittal requirement for the Facilities Remediation Project (FRP). They are cross-referenced to the scope of work and DD Form 1644 described below through common DINs titles.

3.2.2 DD Form 1664 - DATA ITEM DESCRIPTION. These forms, attached to the end of this section, contain the requirements for Contractor data submittals required in the SOW. Each DD Form 1664 is coded with the same alphanumeric DIN numbers and titles as the DD Form 1423s for cross-referencing data submittal requirements, frequency of submittals, and number and destination of submittals.

4. SERVICES TO BE PERFORMED.

4.1 General Services: The Contractor shall, commencing upon issuance of a task order, supply all personnel, tools, equipment, transportation, materials, and supervision (except as otherwise noted or provided) to safely and efficiently perform the FRPs. All task orders to be completed under this contract shall be performed in accordance with applicable provisions of the U.S. Army Corps of Engineers Safety and Health Requirements, Manual, EM 385-1-1; the Savannah District Design Manual <http://en.sas.usace.army.mil/ead.htm>; and the Technical Instruction (TI) 800-01 <http://www.hnd.usace.army.mil> under the TECHINFO link, Design Criteria, unless other criteria are provided by the Contracting Officer.

4.1.1 Contractor's Representative: The Contractor shall execute the work under the direction of a Contractor Program Manager approved by the Contracting Officer. The full-time on-site Program Manager shall be designated in writing (listing name, address, and local home telephone number). The Program Manager shall be responsible for the overall management

and coordination of this contract and shall be the central point of contact with the Government for performance of all work under this contract including warranty. Another individual may be designated to temporarily act for the Program Manager, however, forty-eight (48) hours advance notice in writing of such change shall be provided to the Contracting Officer.

4.1.2 Contractor's Project Manager: The Contractor's Project Manager shall oversee task accomplishment, administer all instructions, and answer all questions from the Contracting Officer pertaining to the tasks during the life of the contract. The Contractor's Project Manager shall be responsible for the complete coordination of all work under this contract. The Contractor's Project Manager shall be responsible for ensuring that adequate internal controls and review procedures are followed in order to eliminate conflicts, errors and omissions and for ensuring that all technical requirements are met.

4.1.3 Overall Responsibility: The Contractor shall be responsible for all site surveys; calculations; work plans; remediation actions; equipment startups; and testing, repair, and/or training required for satisfactory completion of the FRP as required by each individual task order. This shall include, but not be limited to providing labor, equipment, materials, applicable engineering documentation, and other necessary services and/or products for the remediation, implementation, or testing that may be required by the individual task order.

4.1.4 Codes and Standards: The site surveys, work plans, remedial actions, equipment startup and testing and/or repair shall conform to the requirements of this contract. The Contractor shall adhere to codes and standards as specified herein and in the individual task orders. All codes and standard requirements shall be based on the latest edition of codes applicable at the time the task order is issued. All work shall comply with local, state, national, or military codes, whichever is the most stringent.

4.1.5 Documentation: The Contractor shall implement, maintain, and control a system for identification, preparation, reproduction, distribution, and maintenance of all documentation, dates and information necessary for its internal management as well as for Government management of the individual projects and the total program.

4.1.6 Presentations and Meetings: Times and locations of presentations and meetings shall be identified in each task order.

4.1.7 Safety and Health Program: Site activities performed in conjunction with this program may pose safety hazards which require specialized expertise to effectively address and eliminate. The Contractor shall be responsible for preparing and implementing an effective safety and health program, to include a generic site safety and health plan prepared in accordance with DD Form 1423, DIN FRP0001. This plan shall be capable of being adapted by means of a supplement to the main plan as required by individual task orders.

4.1.8 Quality Control Program: The Contractor shall develop, implement, and document an effective quality control plan for the program. Providing a generic site quality control plan prepared in accordance with DD Form 1423, DIN FRP0002. This generic site quality control plan shall be submitted to the Contracting Officer for approval within 30 days, or an agreed to shorter period, after contract award. This plan shall be capable of being adapted by means of a supplement to the main plan as required by individual task orders.

4.2 Specific Services.

4.2.1 Permits: The Contractor shall identify and obtain all permits from Federal, State, local, or installation agencies.

5. APPROVALS, RESPONSIBILITIES, QUALIFICATIONS FOR LABOR CATEGORIES

5.1 Staffing Approvals: Prior to making changes in management staff, the Contractor shall notify the Contracting Officer in writing of changes in his proposed management staff as set forth in his technical proposal.

5.1.1 The Contractor shall maintain a management staff with comparable ability and experience to the staff listed in the management proposal. Any changes from the proposed and accepted management staff must be approved by the Contracting Officer. A request for a change to the approved staff must be submitted in writing. A current qualification statement, and reason for changing the personnel, shall be included in the request for approval.

5.1.2 Resumes that have been previously submitted to the Government need not be a part of the individual task order proposal. Federal, military and civilian, employees shall not be employed by the Contractor in performance of any work under the contract, e.g., during off-duty hours, regular hours, or while on annual leave.

5.2 Responsibilities

5.2.1 Program Manager: This is the individual who has the direct responsibility for contract execution. This individual shall serve as the single point of contact and liaison between the Contracting Officer and the Contractor.

5.2.2 Project Manager: This is the individual who has the direct responsibility for all operations on the site.

5.2.3 Project Engineer: This individual shall provide professional engineering services and lead the technical staff (registered and non-registered engineering/scientist support).

5.2.4 Project Superintendent: This individual shall supervise the FRP work on site as stated in each task order. This individual may also serve as the site safety officer and the site quality control officer if the dual roles are stated in the individual task order.

5.2.5 Contract Administrator: This individual shall be directly responsible for contract administration.

5.2.6 Technical Staff: The technical staff shall consist of architects and engineers, (general, civil, mechanical, electrical, structural, fire protection, and/or safety), technicians and instrumentation specialists (DDC, Fire, security/intrusion detection).

5.2.7 Quality Control Manager: This individual shall be directly responsible for the Quality Control Program.

5.2.7.1 Quality Control Officer: This individual shall be directly responsible for the site quality control. This position may be held jointly by the project superintendent if the dual roles are stated in the individual task order.

5.2.8 Safety Engineer: This individual shall be directly responsible for the Safety Program.

5.2.8.1 Site Safety Officer: This individual shall be directly responsible for site safety. This position may be held jointly by the project superintendent if the dual roles are stated in the individual task order.

5.2.9 Additional People: Additional specialized safety and quality control people may be required. i.e., fire protection, mechanical controls, HVAC balancing, etc. The Contractor may need to hire an outside lab., i.e., concrete testing, HTRW testing, welding testing, etc.

5.2.10 Minimum Qualifications for Labor Categories: The Contractor must possess a variety of skills in order to perform this effort. There is no limitation of the use of employees with qualifications exceeding those listed. Minimum qualification standards for labor categories are set forth below.

Professional Level I

Program and Project Managers - shall have a recognized 4-year college degree in engineering or related technical field or business/management, and 10 and 5 years' experience respectively, managing and supervising engineering and facilities remediation projects; or, 10 years experience in the construction and management of facilities remediation projects. Professional(s) shall be familiar and conversant with the various codes and standards applicable to facility remediation tasks covered by the scope of work.

Professional Level II

Project Superintendent, Quality Control Manager, Quality Control Officer, Site Safety Officer, Computer System Specialist, and Contract Administrator - shall have 5 years' experience in the related technical field. Professional(s) shall be familiar and conversant with the various codes and standards applicable to facility remediation projects.

Professional Level III

Project Engineer, Architect, Structural Engineer, Civil Engineer, Electrical Engineer, Mechanical Engineer, Industrial Hygienist (Asbestos and Lead Base Paint Specialist), Fire Protection Engineer, and other Engineer/Scientist Support - shall have a recognized 4-year degree in engineering; registered professional engineer; 10 years' experience in engineering, design and design review of facilities remediation projects. Professional(s) shall be familiar and conversant with the various codes and standards applicable to facility remediation tasks covered by the scope of work.

Professional Level IV

Architect, Structural Engineer, Civil Engineer, Electrical Engineer, Mechanical Engineer, Cost Engineer (Estimator), Technical Writer (Specifications) and other Engineer/Scientist support - shall have a recognized 4-year college degree in engineering (or related technical fields) and 3 years of design review and engineering or service experience (in unique discipline) in remediation projects, and 5 years' construction estimating experience. Professional(s) shall be familiar and conversant with the various codes and standards applicable to facility remediation projects, and may include architects, senior engineers (except safety), training specialist, and technical writers.

Professional Level V

Survey Crew (chief plus two surveyors) - chief shall be a registered professional surveyor with 5 years' experience and be familiar and conversant with various codes and standards applicable to facility remediation tasks covered by the scope of work. Surveyors must have 3 years' experience and be able to perform tasks per unique technical skill as required by the scope of work.

Skill Category I

Secretaries, word processors, clerks and office support staff - shall have 3 years' experience in unique skills and shall be able to perform tasks applicable to those skills efficiently and satisfactorily.

Skill Category II

Electricians, carpenters, painters, HVAC mechanics and plumbers - shall have 3 years' experience in unique skills and shall be familiar with codes and standards applicable to those skills.

6. ACTIVITIES UNDER FACILITY REMEDIATION PROJECTS.

6.1 Task Orders: The activities to be performed by the Contractor under this contract and subsequent task orders are described in general terms below (this list is not all-inclusive). The specific tasks to be performed will be identified in each task order. The Contracting Officer reserves the right to modify duties and time periods in the task. At the completion of each approved task order, the results, documented and conceptual, becomes the property of the Government. The Contracting Officer will decide whether or not to award another task order.

6.1.1 Task Order Procurement Procedures for Normal, Unusual and Rare Conditions

6.1.1.1 Normal Conditions

Under normal conditions the Contractor shall review the scope of work for completeness and biddability and then provide a proposal for the work. When preparing the proposal, the contract bid schedule line items disciplines will be used to price labor hours performed by the Prime Contractor, with only hours being negotiated. For work that the Prime Contractor intends to subcontract, competition must be obtained and the most fair and reasonable prices reflected in the Contractor's proposal. If competition is not obtained, the Contractor shall explain in writing what circumstances precluded competition. The Government shall evaluate the proposal, assure competition is present and sufficient, determine price reasonableness, negotiate with the Contractor, and issue the FFP task order.

6.1.1.2 Unusual Conditions

In unusual cases when work must commence almost immediately and there is insufficient time to fully definitize the price, the Government will have, as a minimum, a fully definitized scope of work and an IGE completed. The Contractor will prepare and submit his proposal in the same manner as under normal conditions. The Government shall compare the IGE to the Contractor's proposal and establish a most realistic not to exceed limit for use in issuing the task order. Immediately after task order issuance the Government shall complete the evaluation of the proposal, assure competition is present and sufficient, determine price reasonableness, negotiate with the Contractor, and issue a modification to the FFP task order providing final definitization of price.

6.1.1.3 Rare Conditions

In rare cases, when a task order must be issued without receipt of the Contractor's proposal, the following additional limitations will apply:

6.1.1.3.1 Contractor's proposal shall be submitted to the Government within the time stipulated in the task order RFP or 30 calendar days after the issuance of the task order, whichever is less. If the proposal is not received within the required time, the Contracting Officer may issue a suspension of work. In the event that a suspension of work is issued due to

Contractor delay shall result in no additional Contractor cost to the task order.

6.1.1.3.2 Contractor shall not perform work beyond 50 percent of the not to exceed obligation without having submitted a qualifying proposal to the Government.

6.1.1.3.3 The Government may increase the 50 percent performance limitation stated above in paragraph 6.1.4.3.2 to 75 percent when the Contractor submits a qualifying proposal; this increase shall be accomplished by modification (signed by the Contracting Officer) to the task order.

6.1.1.3.4 All task orders issued as firm fixed price must be definitized within 90 calendar days after receipt of the Contractor's proposal; any extension of time must be approved by the Contracting Officer in writing prior to the 90th day; the Area Office will submit the justification for extension to the Contracting Officer for approval.

6.1.2 Work Plan (Design). As per the Contractor's Technical Proposal for time periods, the Contractor shall prepare and submit a work plan to the Contracting Officer for approval prior to beginning any remedial action on site. The work plan shall be submitted for two reviews, preliminary and final, in accordance with DD Form 1423, DIN FRP0003. Work plan (Contractor's engineering related services and price proposal) shall be submitted within 10 working days after it is requested by the Government, unless the written request states otherwise.

The Contracting Officer shall decide to accept or reject the preliminary plan on its own merits or to continue through final review. The final review will be to ascertain that all Government review comments from the preliminary review have been incorporated.

6.1.3 Negotiations. The negotiations, when required, between the Contracting Officer, and the Contractor, shall begin at a time prescribed by the Government, and convenient to the Contractor. Details covered in negotiations shall include, but not necessarily be limited to:

- Scope of Work Plan (Design).

- Period of Contract.

- Technical Details of Work Plan.

- Management of Work Plan.

- Cost of Price Proposal for Work Plan and/or Remediation Action (FRP0004).

Implementation of the remediation action shall not begin until all disagreements on the above items have been settled between the Contractor and the Government.

6.1.4 Awarded Action: After the work plan and/or remedial action have been awarded (through the medium of a task order) the Contractor shall:

6.1.4.1 Attend a pre-remediation conference with the Contracting Officer for review of the items described in DD Form 1423, DIN FRP0005.

6.1.4.2 Begin work on the work plan and/or remediation of the facility in accordance with the approved work schedule. As work progresses, the Contractor shall meet the following requirements:

- a. Adhere to the work plan scope of services.

- b. Adhere to the approved plan for site safety and health, prepared and submitted in accordance with DD Form 1423, FRP0001 and as modified by the task order.

c. Adhere to the approved quality control program, prepared and submitted in accordance with DD Form 1423, DIN FRP0002 and as modified by the task order.

d. Prepare and certify a comprehensive work, schedule based on the proposed work plan in accordance with DD Form 1423, FRP0006.

e. Remediate the facility in accordance with the approved work plan previously submitted in accordance with DD Form 1423, DIN FRP0003.

f. Submit weekly progress reports starting second week after issuance of task order in accordance with DD Form 1423, DIN FRP0007.

g. Maintain a telephone correspondence log in accordance with DD Form 1423, DIN FRP0008.

h. Conduct test of modified system/equipment and obtain Government inspection/approval in accordance with DD Form 1423, DIN FRP0009.

i. Prepare operation and maintenance manuals, for the modified system/equipment in accordance with DD form 1423, DIN FRP0010.

j. Prepare training program and train Government personnel in operation and maintenance of modified system/equipment in accordance with DD Form 1423, DIN FRP0011.

k. Provide equipment and construction warranties in accordance with DD Form 1423, DIN FRP0012.

l. Submit certified list of standard equipment and MFRP service organizations in accordance with DD Form 1423, DIN FRP0013.

m. Certify computer media in accordance with DD Form 1423, DIN FRP0014.

n. Prepare and submit project specific remediation reports including "lessons learned" documents in accordance with DD Form 1423, DIN FRP0015.

6.1.5 As-Built Drawings. As the work plan and remediation action progresses, the Contractor shall accomplish initial as-built drawings, which reflect the project current condition in accordance with DD Form 1423, DIN FRP0016. At the completion of the remediation action, the Contractor shall submit as-built final drawings in accordance with DD Form 1423, DIN FRP0017.

7. SUBMITTED SURVEYS, STUDIES, PROPOSALS, AND WORK PLANS. All surveys, studies, proposals, and work plans submitted to the Contracting Officer become the property of the Government.

8. ENVIRONMENTAL PROTECTION. The Contractor shall perform all work in such a manner as to minimize the pollution of air, water, or land and to control noise and dust within reasonable limits and in accordance with federal, state, and local environmental laws.

9. ASBESTOS AND LEAD-BASED PAINT. When work is in areas suspected of containing asbestos or lead-based paint, the Contractor shall notify the Contracting Officer immediately. If asbestos and/or lead-based paint is encountered during the course of a project, work shall cease immediately and the Contracting Officer shall be notified.

10. SITE SECURITY. The Contractor shall provide site security (fencing, lighting, or guard services) as required by each task order. However, at a minimum, the Contractor shall maintain the site and all other Contractor-

controlled areas in such a manner as to minimize the risk of theft, vandalism, injury, or accident. The Contractor shall comply with site security regulations.

11. ACCIDENT REPORTS. The Contractor shall comply with accident reporting requirements as outlined in the latest edition of U.S. Army Corps of Engineers, Safety and Health Requirements Manual EM 385-1-1, which will be furnished by the Contracting Officer. All accident reports shall be submitted to the Contracting Officer within the time limits prescribed.

12. PUBLIC AFFAIRS. The Contractor shall not publicly disclose any data generated or reviewed under this contract. The Contractor shall refer all requests for information concerning site conditions to the Contracting Officer or Administration Contracting Officer for comment.

13. REFERENCES. The publications listed below form the basis for the remediation work under this contract. Additional references may be identified as required in the task orders. Work done under individual task orders shall utilize the latest issue of the publication dated at the time of the task order award. When a required publication is not referenced in this list or the task order, the Contractor shall utilize one that has national applications. Where conflicts arise between publications, the most stringent shall apply.

AMERICAN HOSPITAL ASSOCIATION (AHA)

AHA Maintenance Management for Health Care Facilities

AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI)

ANSI C2 National Electric Safety Code

AMERICAN SOCIETY OF HEATING, REFRIGERATING, AND AIR CONDITIONING ENGINEERS (ASHRAE)

Handbooks Refrigeration Fundamentals HVAC System and Equipment
HVAC Applications

Standards Ventilation for Acceptable Indoor Air Quality

INSTALLATION DESIGN GUIDE

CODE OF FEDERAL REGULATIONS (CFR)

29 CFR 1910 Occupational Safety and Health Standards - General
Construction

29 CFR 1926 Occupational Safety and Health Standards - Construction
Industry

DEPARTMENT OF THE ARMY, CORPS OF ENGINEERS MANUAL (EM)

EM 385-1-1 Safety and Health Requirements Manual

DEPARTMENT OF THE ARMY, CORPS OF ENGINEERS REGULATION (ER)

ER 25-345-1 Military Publications System Operation and Maintenance
Documentation

DEPARTMENT OF THE ARMY REGULATION (AR)

AR 385-40 Accident Reporting Standards

DEPARTMENT OF THE ARMY TECHNICAL MANUALS (TM)

TM 5-810-1 Mechanical Design, Heating, Ventilating, and Air
Conditioning

TM 5-810-4 Compressed Air, TM 5-810-5 Plumbing

TM 5-811-1 Electric Power Supply and Distribution

TM 5-811-2 Electric Design, Interior Electrical System

TM 5-811-14 Coordinated Power Systems Protection

TM 5-815-3 Heating, Ventilation, and Air Conditioning (HVAC)

JOINT COMMISSION ACCREDITATION ON HEALTH CARE ORGANIZATION
(JCAHO)

JCAHO Joint Commission of Accreditation on Health Care
Organizations

MILITARY HANDBOOKS (MIL-HDBK)

MIL-HDBK-1008B Fire Protection for Facilities Engineering, Design, and
Construction

MIL-HDBK-1190 Facility Planning and Design Guide

MIL-HDBK-1191 Medical and Dental Treatment Facilities, Design and
Construction Criteria

NATIONAL INSTITUTE OF TECHNOLOGY AND STANDARDS

Handbook 135 Life Cycle Cost Analysis

NATIONAL FIRE PROTECTION ASSOCIATION, INC. (NFPA)

NFPA 70 National Electric Code

NFPA 80 Doors and Windows

NFPA 99 Health Care Facilities

NFPA 101 Safety to Life from Fire in Building and Structures

BUILDING CODES (52.9101-4000 TM)

All work shall be performed in compliance with the following National
Standards and Codes, applicable.

American Institute of Steel Construction (AISC)

American Concrete Institute (ACI)

Uniform Building Code (UBC)

Uniform Plumbing Code (UPC)

Uniform Mechanical Code (UMC)

Joint Commission Accreditation of Hospitals (JCAH)

Code of Federal Regulations (CFR)

OSHA General Industry Safety and Health Standards (29 CFR 1910), Publication V2206; and OSHA Construction Industry Standards (29 CFR 1926). One source of these regulations is OSHA Publication 2207, which includes a combination of both Parts 1910 and 1926 as they relate to construction safety and health. Contact the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402.

National Emission Standards for Hazardous Air Pollutants (40 CFR, Part 61).

FEDERAL STANDARDS (FED STD)

FED STD 313A Material Safety Data Sheets, Preparation and the Submission

FED STD 795 Uniform Federal Accessibility Standards

AMERICANS WITH DISABILITIES ACT (ADA)

CONTRACT DATA REQUIREMENTS LIST					Form Approved OMB NO. 0704-0188		
Public reporting burden for this collection of information is estimated to average 220 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Department of Defense, Washington Headquarters Services, Directorate for Information Operation and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget Paperwork Reduction Project (0704-0188), Washington D.C. 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. Listed in Block E.							
A. CONTRACT LINE ITEM NO.		B. EXHIBIT		C. CATEGORY: TOP _____ TM _____ OTHER _____			
D. SYSTEM/ITEM			E. CONTRACT/PR NO.		F. CONTRACTOR		
1. DATA TEM NO. FRP0001		2. TITLE OF DATA ITEM Safety and Health Plan			3. Subtitle N/A		
4. AUTHORITY (Date Acquisition Document No.)			5. CONTRACT REFERENCE Para. 4.1.7/6.1.4.2b, Sec 01080		6. REQUIRING OFFICE		
7. DO 250 REQ		9. DIST STATEMENT REQUIRED		10. FREQUENCY One time with back check		12. DATE OF FIRST SUBMISSION See 16	
8. ADP CODE				11. AS OF SATE As Required		13. DATE OF SUBSEQUENT SUBMISSION As Required	
16. REMARKS Submit generic plan within 7 days after contract award. Submit site adapted plan as required within the Task Order.				14. DISTRIBUTION			
				a. ADDRESSEE		b. COPIES	
						DRAFT FINAL REG REPRO	
				Area/Resident		3	
				15. TOTAL ----->		3	
1. DATA TEM NO. FRP0002		2. TITLE OF DATA ITEM Quality Control Program			3. Subtitle N/A		
4. AUTHORITY (Date Acquisition Document No.)			5. CONTRACT REFERENCE Para. 4.1.8/6.1.4.2c, Sec 01080		6. REQUIRING OFFICE		
7. DO 250 REQ		9. DIST STATEMENT REQUIRED		10. FREQUENCY One time with back check		12. DATE OF FIRST SUBMISSION See 16	
8. ADP CODE				11. AS OF SATE As Required		13. DATE OF SUBSEQUENT SUBMISSION As Required	
16. REMARKS Submit generic plan within 7 days after contract award. Submit site adapted plan as required within the Task Order.				14. DISTRIBUTION			
				a. ADDRESSEE		b. COPIES	
						DRAFT FINAL REG REPRO	
				AREA/RESIDENT		3	
				15. TOTAL ----->		3	
1. DATA TEM NO. FRP0003		2. TITLE OF DATA ITEM Work Plan (Design)			3. Subtitle N/A		
4. AUTHORITY (Date Acquisition Document No.)			5. CONTRACT REFERENCE Para. 6.1.2, Sec 01080		6. REQUIRING OFFICE		
7. DO 250 REQ		9. DIST STATEMENT REQUIRED		10. FREQUENCY Two (Prelim/Final)		12. DATE OF FIRST SUBMISSION See 16	
8. ADP CODE				11. AS OF SATE As Required		13. DATE OF SUBSEQUENT SUBMISSION As Required	
16. REMARKS As required by the Contracting Officer.				14. DISTRIBUTION			
				a. ADDRESSEE		b. COPIES	
						DRAFT FINAL REG REPRO	
				AREA/RESIDENT		3	
				15. TOTAL ----->		3	
1. DATA TEM NO. FRP0004		2. TITLE OF DATA ITEM Price Proposal			3. Subtitle N/A		
4. AUTHORITY (Date Acquisition Document No.)			5. CONTRACT REFERENCE Para. 6.1.3, Sec 01080		6. REQUIRING OFFICE		
7. DO 250 REQ		9. DIST STATEMENT REQUIRED		10. FREQUENCY As required		12. DATE OF FIRST SUBMISSION See 16	
8. ADP CODE				11. AS OF SATE As required		13. DATE OF SUBSEQUENT SUBMISSION As required	
16. REMARKS As required by the Contracting Officer.				14. DISTRIBUTION			
				a. ADDRESSEE		b. COPIES	
						DRAFT FINAL REG REPRO	
				AREA/RESIDENT		3	
				15. TOTAL ----->		3	
G. PREPARED BY			H. DATE		L. APPROVED BY		
					J. DATE		

CONTRACT DATA REQUIREMENTS LIST						<i>Form Approved OMB NO. 0704-0188</i>		
Public reporting burden for this collection of information is estimated to average 220 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Department of Defense, Washington Headquarters Services, Directorate for Information Operation and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget Paperwork Reduction Project (0704-0188), Washington D.C. 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. Listed in Block E.								
A. CONTRACT LINE ITEM NO.		B. EXHIBIT		C. CATEGORY: TOP _____ TM _____ OTHER _____				
D. SYSTEM/ITEM			E. CONTRACT/PR NO.		F. CONTRACTOR			
1. DATA TEM NO. FRP0005		2. TITLE OF DATA ITEM Pre-Remediation Action Conference			3. Subtitle N/A			
4. AUTHORITY (Date Acquisition Document No.)			5. CONTRACT REFERENCE Para. 6.1.4.1, Sec 01080		6. REQUIRING OFFICE			
7. DO 250 REQ		9. DIST STATEMENT REQUIRED		10. FREQUENCY One time		12. DATE OF FIRST SUBMISSION See 16		
8. ADP CODE		11. AS OF SATE As Required		13. DATE OF SUBSEQUENT SUBMISSION As Required		14. DISTRIBUTION		
16. REMARKS				a. ADDRESSEE		b. COPIES		
Submit list of attendees with minutes of conference as required by the Contracting Officer.				AREA/RESIDENT		DRAFT		
						FINAL		
						REG REPRO		
						3		
				15. TOTAL ----->		3		
1. DATA TEM NO. FRP0006		2. TITLE OF DATA ITEM Work Schedule			3. Subtitle N/A			
4. AUTHORITY (Date Acquisition Document No.)			5. CONTRACT REFERENCE Para. 6.1.4.2d, Sec 01080		6. REQUIRING OFFICE			
7. DO 250 REQ		9. DIST STATEMENT REQUIRED		10. FREQUENCY One time with back check		12. DATE OF FIRST SUBMISSION See 16		
8. ADP CODE		11. AS OF SATE As Required		13. DATE OF SUBSEQUENT SUBMISSION As Required		14. DISTRIBUTION		
16. REMARKS				a. ADDRESSEE		b. COPIES		
As required by the Contracting Officer.				AREA/RESIDENT		DRAFT		
						FINAL		
						REG REPRO		
						3		
				15. TOTAL ----->		3		
1. DATA TEM NO. FRP0007		2. TITLE OF DATA ITEM Weekly Progress Report			3. Subtitle N/A			
4. AUTHORITY (Date Acquisition Document No.)			5. CONTRACT REFERENCE Para. 6.1.4.2f, Sec 01080		6. REQUIRING OFFICE			
7. DO 250 REQ		9. DIST STATEMENT REQUIRED		10. FREQUENCY One time		12. DATE OF FIRST SUBMISSION See 16		
8. ADP CODE		11. AS OF SATE As Required		13. DATE OF SUBSEQUENT SUBMISSION As Required		14. DISTRIBUTION		
16. REMARKS				a. ADDRESSEE		b. COPIES		
Weekly submittals, beginning second week after issuance of task order. Automated and, manual reports are required for individual Task Orders and summary is required for Task Orders together in formats approved by the Contracting Officer.				AREA/RESIDENT		DRAFT		
						FINAL		
						REG REPRO		
						3		
				15. TOTAL ----->		3		
1. DATA TEM NO. FRP0008		2. TITLE OF DATA ITEM Telephone Conversation/Correspondence Log			3. Subtitle N/A			
4. AUTHORITY (Date Acquisition Document No.)			5. CONTRACT REFERENCE Para. 6.1.4.2g, Sec 01080		6. REQUIRING OFFICE			
7. DO 250 REQ		9. DIST STATEMENT REQUIRED		10. FREQUENCY One time		12. DATE OF FIRST SUBMISSION See 16		
8. ADP CODE		11. AS OF SATE As Required		13. DATE OF SUBSEQUENT SUBMISSION As Required		14. DISTRIBUTION		
16. REMARKS				a. ADDRESSEE		b. COPIES		
Monthly submittals beginning no later than the 10th of the month following task order award.				AREA/RESIDENT		DRAFT		
						FINAL		
						REG REPRO		
						3		
				15. TOTAL ----->		3		
G. PREPARED BY			H. DATE		L. APPROVED BY		J. DATE	

CONTRACT DATA REQUIREMENTS LIST						<i>Form Approved</i> OMB NO. 0704-0188	
Public reporting burden for this collection of information is estimated to average 220 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Department of Defense, Washington Headquarters Services, Directorate for Information Operation and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget Paperwork Reduction Project (0704-0188), Washington D.C. 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. Listed in Block E.							
A. CONTRACT LINE ITEM NO.		B. EXHIBIT		C. CATEGORY: TOP _____ TM _____ OTHER _____			
D. SYSTEM/ITEM		E. CONTRACT/PR NO.		F. CONTRACTOR			
1. DATA TEM NO. FRP0009		2. TITLE OF DATA ITEM System/Equipment Testing		3. Subtitle N/A			
4. AUTHORITY (Date Acquisition Document No.)		5. CONTRACT REFERENCE Para. 6.1.4.2h, Sec 01080		6. REQUIRING OFFICE			
7. DO 250 REQ		9. DIST STATEMENT REQUIRED		10. FREQUENCY One time with back check		12. DATE OF FIRST SUBMISSION See 16	
8. ADP CODE		11. AS OF SATE As Required		13. DATE OF SUBSEQUENT SUBMISSION As Required		14. DISTRIBUTION	
16. REMARKS				a. ADDRESSEE		b. COPIES	
In accordance with Contractor's approved schedule or as directed by the Contracting Officer.				AREA/RESIDENT		<div style="display: flex; justify-content: space-between;"> <div style="text-align: center;">DRAFT</div> <div style="text-align: center;">FINAL</div> </div>	
						<div style="display: flex; justify-content: space-between;"> <div style="text-align: center;">REG</div> <div style="text-align: center;">REPRO</div> </div>	
						<div style="display: flex; justify-content: space-between;"> <div style="text-align: center;">3</div> <div style="text-align: center;"></div> </div>	
				15. TOTAL ----->		<div style="display: flex; justify-content: space-between;"> <div style="text-align: center;">3</div> <div style="text-align: center;"></div> </div>	
1. DATA TEM NO. FRP0010		2. TITLE OF DATA ITEM Operating and Maintenance Manuals		3. Subtitle N/A			
4. AUTHORITY (Date Acquisition Document No.)		5. CONTRACT REFERENCE Para. 6.1.4.2i, Sec 01080		6. REQUIRING OFFICE			
7. DO 250 REQ		9. DIST STATEMENT REQUIRED		10. FREQUENCY One time with back check		12. DATE OF FIRST SUBMISSION See 16	
8. ADP CODE		11. AS OF SATE As Required		13. DATE OF SUBSEQUENT SUBMISSION As Required		14. DISTRIBUTION	
16. REMARKS				a. ADDRESSEE		b. COPIES	
In accordance with Contractor's approved schedule or as directed by the Contracting Officer.				AREA/RESIDENT		<div style="display: flex; justify-content: space-between;"> <div style="text-align: center;">DRAFT</div> <div style="text-align: center;">FINAL</div> </div>	
						<div style="display: flex; justify-content: space-between;"> <div style="text-align: center;">REG</div> <div style="text-align: center;">REPRO</div> </div>	
						<div style="display: flex; justify-content: space-between;"> <div style="text-align: center;">3</div> <div style="text-align: center;"></div> </div>	
				15. TOTAL ----->		<div style="display: flex; justify-content: space-between;"> <div style="text-align: center;">3</div> <div style="text-align: center;"></div> </div>	
1. DATA TEM NO. FRP0011		2. TITLE OF DATA ITEM Training		3. Subtitle N/A			
4. AUTHORITY (Date Acquisition Document No.)		5. CONTRACT REFERENCE Para. 6.1.4.2j, Sec 01080		6. REQUIRING OFFICE			
7. DO 250 REQ		9. DIST STATEMENT REQUIRED		10. FREQUENCY One time with back check		12. DATE OF FIRST SUBMISSION See 16	
8. ADP CODE		11. AS OF SATE As Required		13. DATE OF SUBSEQUENT SUBMISSION As Required		14. DISTRIBUTION	
16. REMARKS				a. ADDRESSEE		b. COPIES	
In accordance with Contractor's approved schedule or as directed by the Contracting Officer.				AREA/RESIDENT		<div style="display: flex; justify-content: space-between;"> <div style="text-align: center;">DRAFT</div> <div style="text-align: center;">FINAL</div> </div>	
						<div style="display: flex; justify-content: space-between;"> <div style="text-align: center;">REG</div> <div style="text-align: center;">REPRO</div> </div>	
						<div style="display: flex; justify-content: space-between;"> <div style="text-align: center;">3</div> <div style="text-align: center;"></div> </div>	
				15. TOTAL ----->		<div style="display: flex; justify-content: space-between;"> <div style="text-align: center;">3</div> <div style="text-align: center;"></div> </div>	
1. DATA TEM NO. FRP0012		2. TITLE OF DATA ITEM Equipment and Construction Warranties		3. Subtitle N/A			
4. AUTHORITY (Date Acquisition Document No.)		5. CONTRACT REFERENCE Para. 6.1.4.2k, Sec 01080		6. REQUIRING OFFICE			
7. DO 250 REQ		9. DIST STATEMENT REQUIRED		10. FREQUENCY One time with back check		12. DATE OF FIRST SUBMISSION See 16	
8. ADP CODE		11. AS OF SATE As required		13. DATE OF SUBSEQUENT SUBMISSION As required		14. DISTRIBUTION	
16. REMARKS				a. ADDRESSEE		b. COPIES	
In accordance with Contractor's approved schedule or as directed by the Contracting Officer.				AREA/RESIDENT		<div style="display: flex; justify-content: space-between;"> <div style="text-align: center;">DRAFT</div> <div style="text-align: center;">FINAL</div> </div>	
						<div style="display: flex; justify-content: space-between;"> <div style="text-align: center;">REG</div> <div style="text-align: center;">REPRO</div> </div>	
						<div style="display: flex; justify-content: space-between;"> <div style="text-align: center;">3</div> <div style="text-align: center;"></div> </div>	
				15. TOTAL ----->		<div style="display: flex; justify-content: space-between;"> <div style="text-align: center;">3</div> <div style="text-align: center;"></div> </div>	
G. PREPARED BY		H. DATE		L. APPROVED BY		J. DATE	

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A. CONTRACT LINE ITEM NO.		B. EXHIBIT		C. CATEGORY: <div>TOP _____ TM _____ OTHER _____</div>					
D. SYSTEM/ITEM			E. CONTRACT/PR NO.		F. CONTRACTOR				
1. DATA TEM NO. FRP0013	2. TITLE OF DATA ITEM List of Standard Equipment and Service Organizations			3. Subtitle N/A					
4. AUTHORITY (Date Acquisition Document No.)			5. CONTRACT REFERENCE Para. 6.1.4.2l, Sec 01080		6. REQUIRING OFFICE				
7. DO 250 REQ	9. DIST STATEMENT REQUIRED	10. FREQUENCY One time	12. DATE OF FIRST SUBMISSION See 16		14. DISTRIBUTION				
8. ADP CODE		11. AS OF SAFE As Required	13. DATE OF SUBSEQUENT SUBMISSION As Required	a. ADDRESSEE	b. COPIES				
16. REMARKS In accordance with contractor's approved schedule or as directed by the Contracting Officer.					AREA/RESIDENT		3		
					15. TOTAL ----->		3		
1. DATA TEM NO. FRP0014	2. TITLE OF DATA ITEM Certification of Computer Media			3. Subtitle N/A					
4. AUTHORITY (Date Acquisition Document No.)			5. CONTRACT REFERENCE Para. 6.1.4.2m, Sec 01080		6. REQUIRING OFFICE				
7. DO 250 REQ	9. DIST STATEMENT REQUIRED	10. FREQUENCY One time	12. DATE OF FIRST SUBMISSION See 16		14. DISTRIBUTION				
8. ADP CODE		11. AS OF SAFE As Required	13. DATE OF SUBSEQUENT SUBMISSION As Required	a. ADDRESSEE	b. COPIES				
16. REMARKS In accordance with contractor's approved schedule or as directed by the Contracting Officer.					AREA/RESIDENT		3		
					15. TOTAL ----->		3		
1. DATA TEM NO. FRP0015	2. TITLE OF DATA ITEM Site/Project Specific Remediation Report			3. Subtitle N/A					
4. AUTHORITY (Date Acquisition Document No.)			5. CONTRACT REFERENCE Para. 6.1.4.2n, Sec 01080		6. REQUIRING OFFICE				
7. DO 250 REQ	9. DIST STATEMENT REQUIRED	10. FREQUENCY One time	12. DATE OF FIRST SUBMISSION See 16		14. DISTRIBUTION				
8. ADP CODE		11. AS OF SAFE As Required	13. DATE OF SUBSEQUENT SUBMISSION As Required	a. ADDRESSEE	b. COPIES				
16. REMARKS In accordance with contractor's approved schedule or as directed by the Contracting Officer.					AREA/RESIDENT		3		
					15. TOTAL ----->		3		
1. DATA TEM NO. FRP0016	2. TITLE OF DATA ITEM As-Built/In Progress Drawings			3. Subtitle N/A					
4. AUTHORITY (Date Acquisition Document No.)			5. CONTRACT REFERENCE Para. 6.1.5, Sec 01080		6. REQUIRING OFFICE				
7. DO 250 REQ	9. DIST STATEMENT REQUIRED	10. FREQUENCY One time	12. DATE OF FIRST SUBMISSION See 16		14. DISTRIBUTION				
8. ADP CODE		11. AS OF SAFE As required	13. DATE OF SUBSEQUENT SUBMISSION As required	a. ADDRESSEE	b. COPIES				
16. REMARKS In accordance with contractor's approved schedule or as directed by the Contracting Officer.					AREA/RESIDENT		3		
					15. TOTAL ----->		3		
G. PREPARED BY			H. DATE	L. APPROVED BY		J. DATE			

CONTRACT DATA REQUIREMENTS LIST					<i>Form Approved OMB NO. 0704-0188</i>		
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A. CONTRACT LINE ITEM NO.		B. EXHIBIT		C. CATEGORY: TOP _____ TM _____ OTHER _____			
D. SYSTEM/ITEM			E. CONTRACT/PR NO.		F. CONTRACTOR		
1. DATA TEM NO. FRP0017		2. TITLE OF DATA ITEM As-Built/Final Drawings			3. Subtitle N/A		
4. AUTHORITY (Date Acquisition Document No.)			5. CONTRACT REFERENCE Para. 6.1.5, Sec 01080		6. REQUIRING OFFICE		
7. DO 250 REQ		9. DIST STATEMENT REQUIRED		10. FREQUENCY One time		12. DATE OF FIRST SUBMISSION See 16	
8. ADP CODE		11. AS OF SATE As Required		13. DATE OF SUBSEQUENT SUBMISSION As Required		14. DISTRIBUTION	
16. REMARKS				a. ADDRESSEE		b. COPIES	
In accordance with contractor's approved schedule or as directed by the Contracting Officer. Contractor shall return as-builts in automated format.				DRAFT		FINAL	
				REG		REPRO	
				AREA/RESIDENT		3	
				15. TOTAL ----->		3	
1. DATA TEM NO.		2. TITLE OF DATA ITEM			3. Subtitle		
4. AUTHORITY (Date Acquisition Document No.)			5. CONTRACT REFERENCE		6. REQUIRING OFFICE		
7. DO 250 REQ		9. DIST STATEMENT REQUIRED		10. FREQUENCY		12. DATE OF FIRST SUBMISSION	
8. ADP CODE		11. AS OF SATE		13. DATE OF SUBSEQUENT SUBMISSION		14. DISTRIBUTION	
16. REMARKS				a. ADDRESSEE		b. COPIES	
				DRAFT		FINAL	
				REG		REPRO	
				15. TOTAL ----->			
				1. DATA TEM NO.		2. TITLE OF DATA ITEM	
4. AUTHORITY (Date Acquisition Document No.)			5. CONTRACT REFERENCE		6. REQUIRING OFFICE		
7. DO 250 REQ		9. DIST STATEMENT REQUIRED		10. FREQUENCY		12. DATE OF FIRST SUBMISSION	
8. ADP CODE		11. AS OF SATE		13. DATE OF SUBSEQUENT SUBMISSION		14. DISTRIBUTION	
16. REMARKS				a. ADDRESSEE		b. COPIES	
				DRAFT		FINAL	
				REG		REPRO	
				15. TOTAL ----->			
				1. DATA TEM NO.		2. TITLE OF DATA ITEM	
4. AUTHORITY (Date Acquisition Document No.)			5. CONTRACT REFERENCE		6. REQUIRING OFFICE		
7. DO 250 REQ		9. DIST STATEMENT REQUIRED		10. FREQUENCY		12. DATE OF FIRST SUBMISSION	
8. ADP CODE		11. AS OF SATE		13. DATE OF SUBSEQUENT SUBMISSION		14. DISTRIBUTION	
16. REMARKS				a. ADDRESSEE		b. COPIES	
				DRAFT		FINAL	
				REG		REPRO	
				15. TOTAL ----->			
				1. DATA TEM NO.		2. TITLE OF DATA ITEM	
4. AUTHORITY (Date Acquisition Document No.)			5. CONTRACT REFERENCE		6. REQUIRING OFFICE		
7. DO 250 REQ		9. DIST STATEMENT REQUIRED		10. FREQUENCY		12. DATE OF FIRST SUBMISSION	
8. ADP CODE		11. AS OF SATE		13. DATE OF SUBSEQUENT SUBMISSION		14. DISTRIBUTION	
16. REMARKS				a. ADDRESSEE		b. COPIES	
				DRAFT		FINAL	
				REG		REPRO	
				15. TOTAL ----->			
				1. DATA TEM NO.		2. TITLE OF DATA ITEM	
4. AUTHORITY (Date Acquisition Document No.)			5. CONTRACT REFERENCE		6. REQUIRING OFFICE		
7. DO 250 REQ		9. DIST STATEMENT REQUIRED		10. FREQUENCY		12. DATE OF FIRST SUBMISSION	
8. ADP CODE		11. AS OF SATE		13. DATE OF SUBSEQUENT SUBMISSION		14. DISTRIBUTION	
16. REMARKS				a. ADDRESSEE		b. COPIES	
				DRAFT		FINAL	
				REG		REPRO	
				15. TOTAL ----->			
				1. DATA TEM NO.		2. TITLE OF DATA ITEM	
4. AUTHORITY (Date Acquisition Document No.)			5. CONTRACT REFERENCE		6. REQUIRING OFFICE		
7. DO 250 REQ		9. DIST STATEMENT REQUIRED		10. FREQUENCY		12. DATE OF FIRST SUBMISSION	
8. ADP CODE		11. AS OF SATE		13. DATE OF SUBSEQUENT SUBMISSION		14. DISTRIBUTION	
16. REMARKS				a. ADDRESSEE		b. COPIES	
				DRAFT		FINAL	
				REG		REPRO	
				15. TOTAL ----->			
				1. DATA TEM NO.		2. TITLE OF DATA ITEM	
4. AUTHORITY (Date Acquisition Document No.)			5. CONTRACT REFERENCE		6. REQUIRING OFFICE		
7. DO 250 REQ		9. DIST STATEMENT REQUIRED		10. FREQUENCY		12. DATE OF FIRST SUBMISSION	
8. ADP CODE		11. AS OF SATE		13. DATE OF SUBSEQUENT SUBMISSION		14. DISTRIBUTION	
16. REMARKS				a. ADDRESSEE		b. COPIES	
				DRAFT		FINAL	
				REG		REPRO	
				15. TOTAL ----->			
				1. DATA TEM NO.		2. TITLE OF DATA ITEM	
4. AUTHORITY (Date Acquisition Document No.)			5. CONTRACT REFERENCE		6. REQUIRING OFFICE		
7. DO 250 REQ		9. DIST STATEMENT REQUIRED		10. FREQUENCY		12. DATE OF FIRST SUBMISSION	
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16. REMARKS				a. ADDRESSEE		b. COPIES	
				DRAFT		FINAL	
				REG		REPRO	
				15. TOTAL ----->			
				1. DATA TEM NO.		2. TITLE OF DATA ITEM	
4. AUTHORITY (Date Acquisition Document No.)			5. CONTRACT REFERENCE		6. REQUIRING OFFICE		
7. DO 250 REQ		9. DIST STATEMENT REQUIRED		10. FREQUENCY		12. DATE OF FIRST SUBMISSION	
8. ADP CODE		11. AS OF SATE		13. DATE OF SUBSEQUENT SUBMISSION		14. DISTRIBUTION	
16. REMARKS				a. ADDRESSEE		b. COPIES	
				DRAFT		FINAL	
				REG		REPRO	
				15. TOTAL ----->			
				1. DATA TEM NO.		2. TITLE OF DATA ITEM	
4. AUTHORITY (Date Acquisition Document No.)			5. CONTRACT REFERENCE		6. REQUIRING OFFICE		
7. DO 250 REQ		9. DIST STATEMENT REQUIRED		10. FREQUENCY		12. DATE OF FIRST SUBMISSION	
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16. REMARKS				a. ADDRESSEE		b. COPIES	
				DRAFT		FINAL	
				REG		REPRO	
				15. TOTAL ----->			
				1. DATA TEM NO.		2. TITLE OF DATA ITEM	
4. AUTHORITY (Date Acquisition Document No.)			5. CONTRACT REFERENCE		6. REQUIRING OFFICE		
7. DO 250 REQ		9. DIST STATEMENT REQUIRED		10. FREQUENCY		12. DATE OF FIRST SUBMISSION	
8. ADP CODE		11. AS OF SATE		13. DATE OF SUBSEQUENT SUBMISSION		14. DISTRIBUTION	
16. REMARKS				a. ADDRESSEE		b. COPIES	
				DRAFT		FINAL	
				REG		REPRO	
				15. TOTAL ----->			
				1. DATA TEM NO.		2. TITLE OF DATA ITEM	
4. AUTHORITY (Date Acquisition Document No.)			5. CONTRACT REFERENCE		6. REQUIRING OFFICE		
7. DO 250 REQ		9. DIST STATEMENT REQUIRED		10. FREQUENCY		12. DATE OF FIRST SUBMISSION	
8. ADP CODE		11. AS OF SATE		13. DATE OF SUBSEQUENT SUBMISSION		14. DISTRIBUTION	
16. REMARKS				a. ADDRESSEE		b. COPIES	
				DRAFT		FINAL	
				REG		REPRO	
				15. TOTAL ----->			
				1. DATA TEM NO.		2. TITLE OF DATA ITEM	
4. AUTHORITY (Date Acquisition Document No.)			5. CONTRACT REFERENCE		6. REQUIRING OFFICE		
7. DO 250 REQ		9. DIST STATEMENT REQUIRED		10. FREQUENCY		12. DATE OF FIRST SUBMISSION	
8. ADP CODE		11. AS OF SATE		13. DATE OF SUBSEQUENT SUBMISSION		14. DISTRIBUTION	
16. REMARKS				a. ADDRESSEE		b. COPIES	
				DRAFT		FINAL	
				REG		REPRO	
				15. TOTAL ----->			
				1. DATA TEM NO.		2. TITLE OF DATA ITEM	
4. AUTHORITY (Date Acquisition Document No.)			5. CONTRACT REFERENCE		6. REQUIRING OFFICE		
7. DO 250 REQ		9. DIST STATEMENT REQUIRED		10. FREQUENCY		12. DATE OF FIRST SUBMISSION	
8. ADP CODE		11. AS OF SATE		13. DATE OF SUBSEQUENT SUBMISSION		14. DISTRIBUTION	
16. REMARKS				a. ADDRESSEE		b. COPIES	
				DRAFT		FINAL	
				REG		REPRO	
				15. TOTAL ----->			
				1. DATA TEM NO.		2. TITLE OF DATA ITEM	
4. AUTHORITY (Date Acquisition Document No.)			5. CONTRACT REFERENCE		6. REQUIRING OFFICE		
7. DO 250 REQ		9. DIST STATEMENT REQUIRED		10. FREQUENCY		12. DATE OF FIRST SUBMISSION	
8. ADP CODE		11. AS OF SATE		13. DATE OF SUBSEQUENT SUBMISSION		14. DISTRIBUTION	
16. REMARKS				a. ADDRESSEE		b. COPIES	
				DRAFT		FINAL	
				REG		REPRO	
				15. TOTAL ----->			
				1. DATA TEM NO.		2. TITLE OF DATA ITEM	
4. AUTHORITY (Date Acquisition Document No.)			5. CONTRACT REFERENCE		6. REQUIRING OFFICE		
7. DO 250 REQ		9. DIST STATEMENT REQUIRED		10. FREQUENCY		12. DATE OF FIRST SUBMISSION	
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16. REMARKS				a. ADDRESSEE		b. COPIES	
				DRAFT		FINAL	
				REG		REPRO	
				15. TOTAL ----->			
				1. DATA TEM NO.		2. TITLE OF DATA ITEM	
4. AUTHORITY (Date Acquisition Document No.)			5. CONTRACT REFERENCE		6. REQUIRING OFFICE		
7. DO 250 REQ		9. DIST STATEMENT REQUIRED		10. FREQUENCY		12. DATE OF FIRST SUBMISSION	
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16. REMARKS				a. ADDRESSEE		b. COPIES	
				DRAFT		FINAL	
				REG		REPRO	
				15. TOTAL ----->			
				1. DATA TEM NO.		2. TITLE OF DATA ITEM	
4. AUTHORITY (Date Acquisition Document No.)			5. CONTRACT REFERENCE		6. REQUIRING OFFICE		
7. DO 250 REQ		9. DIST STATEMENT REQUIRED		10. FREQUENCY		12. DATE OF FIRST SUBMISSION	
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16. REMARKS				a. ADDRESSEE		b. COPIES	
				DRAFT		FINAL	
				REG		REPRO	
				15. TOTAL ----->			
				1. DATA TEM NO.		2. TITLE OF DATA ITEM	
4. AUTHORITY (Date Acquisition Document No.)			5. CONTRACT REFERENCE		6. REQUIRING OFFICE		
7. DO 250 REQ		9. DIST STATEMENT REQUIRED		10. FREQUENCY		12. DATE OF FIRST SUBMISSION	
8. ADP CODE		11. AS OF SATE		13. DATE OF SUBSEQUENT SUBMISSION		14. DISTRIBUTION	
16. REMARKS				a. ADDRESSEE		b. COPIES	
				DRAFT		FINAL</	

DATA ITEM DESCRIPTION			Form Approved OMB No. 0704-0188	
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1. TITLE Site Safety and Health Plan			2. IDENTIFICATION NUMBER FRP0001	
3. DESCRIPTION/PURPOSE This plan details tasks and activities of site safety management required to identify, evaluate and eliminate or control hazards at the work.				
4. APPROVAL DATE (YYMMDD)	5. OFFICE OF PRIMARY RESPONSIBILITY (OPR)		6a. DTIC APPLICABLE	6b. GIDEP APPLICABLE
7. APPLICATION/INTERRELATIONSHIP This Data Item Description (DID) identifies the contract requirements for the site safety and health plan.				
8. APPROVAL LIMITATION		9a. APPLICABLE FORMS		9b. AMSC NUMBER
10. PREPARATION INSTRUCTIONS The Site Safety and Health Plan (SSHP) shall be in accordance with this DID unless otherwise indicated or modified in the task order. The Site Safety and Health Plan (SSHP) shall be prepared in accordance with the requirements specified in this section and shall comply with all federal, state, and local health and safety requirements, e.g., the Occupational Safety and Health Administration (OSHA) requirements (29 CFR 1910 and 1926) and the U.S. Army Corps of Engineers Safety and Health Requirements Manual (EM 385-1-1). The SSHP shall address those elements which are specific to this site and has potential for negative effects on the safety and health of workers and other personnel on site. Where a specific element is not applicable, the Contractor shall make negative declaration in the plan to establish that adequate consideration was given the topic, and a brief justification for its omission shall be given. 10.1 General. A fully trained and experienced site safety and health officer (SSHO), responsible to the Contractor may be delegated to implement the on-site elements for the SSHP. The SSHP shall be in a form usable by authorized U.S. Government representatives and authorized visitors to the site during site operations. 10.2 Staff Organization, Qualifications, and Responsibilities. The operational and health and safety responsibilities of each key person shall be discussed.				
11. DISTRIBUTION STATEMENT				

Data Item Description FRP0001, Continued

The organizational structure, with lines of authority for safety and health and overall responsibilities of the Contractor and all subcontractors shall be provided. An organizational chart showing the lines of authority for safety shall be provided. Each person assigned specific safety and health responsibilities shall be identified and his/her qualifications and experience documented by resume.

10.3 Accident Prevention. The SSHP may serve as the Accident Prevention Plan provided it addresses all content requirements of both 29 CFR 1910 and EM 385-1-1 (Table 1-1). All Accident Prevention Plan elements required by EM 385-1-1, but specifically covered by these elements shall be addressed in this section of the SSHP. Daily safety and health inspections shall be conducted to determine if site operations are conducted in accordance with the approved SSHP and contract requirements.

10.4 Personal Protective Equipment. A written Personal Protective Equipment (PPE) Program shall be provided in the SSHP if necessary. Minimum levels of protection necessary for each delivery/task operation to be performed shall be based on the hazard assessment/risk analysis.

10.5 Medical Surveillance. All personnel requiring respiratory protection shall have an annual medical examination to ensure they are physically qualified to wear respiratory protection. Those requiring respiratory protection shall be fit-tested in accordance with appropriate regulations. Any other medical surveillance requirements shall be determined by onsite conditions and exposures.

10.6 Noise Control. The Contractor shall monitor for hazardous noise conditions. If warranted, a hearing conservation program and abatement program shall be implemented.

10.7 Standing Operating Procedures, Engineering Controls and Work Practices. The Contractor shall develop Standing Operating Procedures for minimizing hazards and taking action to correct hazards where necessary. Site rules and safe work practices shall be discussed and shall include such topics as use of buddy system, smoking restrictions, material handling procedures, confined space entry, excavation safety, physiological and meteorological monitoring for heat/cold stress, illumination, sanitation, and daily safety inspections, etc. This list of topics is not intended to be all inclusive.

10.8 Logs, Reports and Recordkeeping. Recordkeeping procedures for training logs, daily safety inspection logs, employee/visitor registers, medical surveillance records and certifications, air monitoring results and personal exposure records shall be described. All personnel exposure and medical monitoring records shall be maintained in accordance with applicable OSHA standards, CFR 1910 and 1926. All recordable accidents/injuries/illness shall be reported to the Contracting Officer immediately. A completed ENG 3394, Accident Investigation Report shall be submitted within two (2) working days in accordance with AR 385-40.

DATA ITEM DESCRIPTION			Form Approved OMB No. 0704-0188	
<small>Public reporting burden for this collection of information is estimated to average 110 hours per response. Including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Washington Headquarters Service, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0183), Washington, D.C. 20503.</small>				
1. TITLE Quality Control Program			2. IDENTIFICATION NUMBER FRP0002	
3. DESCRIPTION/PURPOSE Implementation and documentation of a comprehensive contract quality control program for the project.				
4. APPROVAL DATE (YYMMDD)	5. OFFICE OF PRIMARY RESPONSIBILITY (OPR)	6a. DTIC APPLICABLE	6b. GIDEP APPLICABLE	
7. APPLICATION/INTERRELATIONSHIP This Date Item Description (DID) identifies the contract requirements for quality control program.				
8. APPROVAL LIMITATION		9a. APPLICABLE FORMS	9b. AMSC NUMBER	
10. PREPARATION INSTRUCTIONS The quality control program shall be in accordance with Section 01451 - CONTRACTOR QUALITY CONTROL, unless otherwise indicated or modified in the task order.				
11. DISTRIBUTION STATEMENT				

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Public reporting burden for this collection of information is estimated to average 110 hours per response. Including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Washington Headquarters Service, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0183), Washington, D.C. 20503.				
1. TITLE Work Plan (Design)			2. IDENTIFICATION NUMBER FRP0003	
3. DESCRIPTION/PURPOSE To provide requirements for developing a work plan for the proposed remediation project.				
4. APPROVAL DATE (YYMMDD)	5. OFFICE OF PRIMARY RESPONSIBILITY (OPR)		6a. DTIC APPLICABLE	6b. GIDEP APPLICABLE
7. APPLICATION/INTERRELATIONSHIP This Data Item Description (DID) describes the details required in a work plan.				
8. APPROVAL LIMITATION		9a. APPLICABLE FORMS		9b. AMSC NUMBER
10. PREPARATION INSTRUCTIONS The Work Plan shall be accordance with this DID unless otherwise indicated or modified in the task order. 10.1 General. The remediation action detailed under this DID shall conform in all aspects of the task order. 10.2 Detailed Requirements: See Section 01085. 10.3 The work plan shall consist of documentation of all analysis performed to select equipment and materials, scaled single line drawings with material and equipment schedules plus detailed double line shop/installation drawings to show the location and relationship of all equipment and materials, catalog cuts and/or equipment specifications as required to document the materials to be used, manufacturer installation procedures or execution specifications as required to indicate the methods and means of installation, and the codes and standards to which the remediation action will adhere. As required by the contract and the task order, Corps of Engineers, Army and Air Force engineering requirements and criteria shall be adhered to in all aspects of the work plan. Single line drawings shall include, but not limited to, floor plans, utility and equipment layout drawings, foundation plans, demolition drawings, control drawings, elevations, sections, details, schedules, site plans, riser diagrams and piping & instrumentation drawings as required to completely define the remediation action when viewed in conjunction with the shop drawings, catalog cuts, and manufactures installation requirements. A demolition plan shall be prepared to include the disposition on all removed material, equipment, and debris. The work plan shall include testing and training plans as required by DD Form 1423, Data Item No. (DIN) FRP09 and FRP011. The work plan shall also include a proposal schedule for all activities required by this contract and task order to implement the remediation action. The Contractor shall submit any site specific modifications or amendments to his approved Quality Control Plan and/or Safety and Health Plan. 10.4 All submittals required under this DID will be itemized on an Engineering Form 4025. The Contractor shall follow the required submittal procedures located in Section 01330.				
11. DISTRIBUTION STATEMENT				

10.5 Industry standard supplier professionally supported work such as pre-engineered buildings, truss shop drawings and fabrication details, fire sprinkler systems, irrigation systems, concrete reinforcing, concrete and asphalt, and standing seam metal roofs.

10.6 Contractor shall make this automated submittal on the ILAN. Until Contractor is operating on ILAN, submittal will be by 3-1/2" floppy disk plus one (1) hard (paper) copy. As a last resort, the Government may authorize the Contractor to make the submittal by hand-delivering seven (7) organized hard copies.

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1. TITLE Price Proposal			2. IDENTIFICATION NUMBER FRP0004	
3. DESCRIPTION/PURPOSE To provide requirements for developing a cost/price proposal for the proposed remediation project.				
4. APPROVAL DATE (YYMMDD)	5. OFFICE OF PRIMARY RESPONSIBILITY (OPR)	6a. DTIC APPLICABLE	6b. GIDEP APPLICABLE	
7. APPLICATION/INTERRELATIONSHIP This Data Item Description (DID) describes the details required in a cost/price proposal.				
8. APPROVAL LIMITATION		9a. APPLICABLE FORMS	9b. AMSC NUMBER	
10. PREPARATION INSTRUCTIONS The Price Proposal shall be in accordance with this DID unless otherwise indicated or modified in the task order. 10.1 The Contractor shall obtain competition for equipment and any subcontractors required and the Contractor shall prepare preliminary drawings with equipment schedules as required and forward these to a minimum of two (2) separate and distinct suppliers/subcontractors (with no common brand name affiliation with each other) for quotes on each equipment/system proposed. Each of these quotes shall be broken down into distinct equipment costs and installation costs in terms of manhours, dollars, and skills. The quotes shall be forwarded to the Government as part of the cost proposal. The other than full and open competition justification shall be submitted by the Contractor. Where replaced equipment/systems are turned over to the Contractor for disposal, every effort should be made to obtain credit from the disposal of this equipment/system towards reducing the cost of the contract. This effort, positive or negative, shall be reflected in the cost proposal. The Contractor shall select the responsive and responsible suppliers/subcontractors with the lowest price and proceed with the development of shop/equipment installation drawings for the specific equipment selected. He shall also compile equipment catalog cut sheets with manufacturer's specifications and manufacturer's installation procedures or execution specifications from the selected supplier. The Contractor shall then complete the drawings in such detail and prepare specifications as required to tie together the shop drawings, catalog cuts, and installation requirements into a comprehensive package that defines the remediation action. For Firm-Fixed Price Task Orders, Contractor shall obtain price competition on all subcontractors, materials and equipment to the maximum extent practicable. Contractor shall get price quotes from at least two (2) prospective subcontractors and suppliers. When competitive quotes cannot be obtained, Contractor shall document his/her effort to obtain competition--show				
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name of firms contacted for quotes, dates contacted and their response. Contractor shall provide this documented attempt to obtain competition to the Government with the proposal. This documentation will be included in the rationale for the Justification and Approval (J&A) that is required for a procurement under other than full and open competition. The Government will prepare the J&A. The Government will then conduct a detailed engineering review of the contractors price proposal and evaluate his supplier/subcontractor selection. Discipline criteria used as a basis for the work plan shall be stated.

10.2 The Contractor shall provide a cost proposal, which as a minimum, shall be detailed enough to indicate:

- a. Description of items/services.
- b. Quantity of items/services.
- c. Units of measure for items/services.
- d. Man-hours per unit to install/service/test items/services.
- e. Material cost for item/services.
- f. Equipment cost associated with item/service (with manufacturer's price quotes).
- g. Special services (factory technicians, test labs, etc.) required.
- h. Subcontractor work.
- i. Specified individual mark-ups including overhead, profit, and escalation.

The details indicated above shall be arranged in a logical manner with mathematical extensions and summations at suitable locations. Wage rates utilized in crew rates should be identified as to crew composition by trade with base rates and fringes detailed separately. This proposal shall be reviewed in detail by Government estimators.

10.3 Cost proposals for training including length and location shall be submitted.

10.4 Costs proposals for operation and maintenance manuals shall be submitted.

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1. TITLE			2. IDENTIFICATION NUMBER	
Pre-Remediation Action (Pre-Construction) Conference			FRP0005	
3. DESCRIPTION/PURPOSE				
To assure familiarity with details of the contract and the installation rules and regulations as well as to allow the Contracting Officer, or Authorized Representative, to interface with the Contractor and his/her organization.				
4. APPROVAL DATE (YYMMDD)	5. OFFICE OF PRIMARY RESPONSIBILITY (OPR)	6a. DTIC APPLICABLE	6b. GIDEP APPLICABLE	
7. APPLICATION/INTERRELATIONSHIP				
This Data Item Description (DID) provides a baseline for the pre-remediation action.				
8. APPROVAL LIMITATION		9a. APPLICABLE FORMS	9b. AMSC NUMBER	
10. PREPARATION INSTRUCTIONS				
The pre-remediation shall be held in accordance with this DID unless otherwise indicated or modified in the task order.				
10.1 General.				
10.1.1 This conference will be held at the location specified by the Contracting Officer. The purpose of this pre-remediation conference is to enable the Contracting Officer to outline procedures that will be followed by the Government in its administration of the task order and to discuss the performance that will be expected from the Contractor. This conference will allow the Contractor an opportunity to ask questions about the Government's supervision and inspection of contract work, security requirements, regulations, etc. The Contracting Officer may invite installation, using service, environmental management, ground safety office, engineering and/or security personnel as well as other involved Government personnel to attend this conference.				
10.1.2 Discussion Items.				
The following is a list of items for discussion during this conference. This is not considered to be a complete listing.				
<ul style="list-style-type: none"> a. Authority of the Contracting Officer and procedures for administering the contract. b. Contractor labor standards provisions. c. Contract modification and administration procedures. 				
11. DISTRIBUTION STATEMENT				

Data Item Description FRP0005, Continued

- d. Payment estimate data and procedures.
- e. Contractor insurance requirements.
- f. Contractor performance evaluation.

10.1.3 Installation Rules and Regulations. All rules and regulations issued by the Commanding Officer/Director covering general safety, security, sanitary requirements, pollution control, work hours, storage areas, utility availability and use, utility interruptions, site conditions, environmental compliance, clean-up, conduct and dress, work in areas with others, excavation permits, access to work areas, traffic regulations, as well as any other pertinent information requested by the Contractor or provided by the authorized installation technical representative shall be observed by the Contractor. Information regarding these requirements may be obtained by contacting the authorized installation technical representative, who will provide such information or assist in obtaining same from appropriate authorities.

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1. TITLE Work Schedule			2. IDENTIFICATION NUMBER FRP0006	
3. DESCRIPTION/PURPOSE To provide details of scheduling the work tasks.				
4. APPROVAL DATE (YYMMDD)	5. OFFICE OF PRIMARY RESPONSIBILITY (OPR)		6a. DTIC APPLICABLE	6b. GIDEP APPLICABLE
7. APPLICATION/INTERRELATIONSHIP This Data Item Description (DID) provides details for preparing a work schedule.				
8. APPROVAL LIMITATION		9a. APPLICABLE FORMS		9b. AMSC NUMBER
10. PREPARATION INSTRUCTIONS The work schedule shall be held in accordance with Section 01320 - PROJECT SCHEDULES, as indicated or modified in the task order.				
11. DISTRIBUTION STATEMENT				

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1. TITLE Weekly Progress Report			2. IDENTIFICATION NUMBER FRP0007	
3. DESCRIPTION/PURPOSE To provide progress reports that will be used as a measure of accomplished activity.				
4. APPROVAL DATE (YYMMDD)	5. OFFICE OF PRIMARY RESPONSIBILITY (OPR)	6a. DTIC APPLICABLE	6b. GIDEP APPLICABLE	
7. APPLICATION/INTERRELATIONSHIP This Data Item Description (DID) details requirements for weekly progress reports.				
8. APPROVAL LIMITATION	9a. APPLICABLE FORMS	9b. AMSC NUMBER		
10. PREPARATION INSTRUCTIONS The weekly progress report on the individual task orders shall be prepared in accordance with this DID unless otherwise indicated or modified in the task order. 10.1 A narrative report in tabular form shall be provided by the Contractor which details each activity shown on the schedule for the reporting period. The progress report shall be coordinated with the approved work schedule. The Contractor shall submit the proposed format to the Contracting Officer for approval. Specific contents are: <ul style="list-style-type: none"> a. Summarize progress by estimated percent of completion of each FRP. b. Remarks section shall be provided for the Contractor to describe any problems in detail which caused lag in schedule as well as Contractor plans to get back on schedule. c. Section shall be provided for the Government's comments. A summary weekly progress report covering all individual task orders shall be provided. This summary report shall have the same general format as the individual reports, except the narrative content shall be abbreviated.				
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1. TITLE			2. IDENTIFICATION NUMBER	
Telephone Conversation/Correspondence Records			FRP0008	
3. DESCRIPTION/PURPOSE				
To provide for telephone conversation/correspondence records.				
4. APPROVAL DATE (YYMMDD)	5. OFFICE OF PRIMARY RESPONSIBILITY (OPR)	6a. DTIC APPLICABLE	6b. GIDEP APPLICABLE	
7. APPLICATION/INTERRELATIONSHIP				
This Data Item Description (DID) details requirements for telephone conversation/correspondence records.				
8. APPROVAL LIMITATION		9a. APPLICABLE FORMS	9b. AMSC NUMBER	
10. PREPARATION INSTRUCTIONS				
<p>The telephone conversation/correspondence records shall be in accordance with this DID unless otherwise indicated or modified in the task order.</p> <p>10.1 The Contractor shall keep a record of each substantive phone conversation and written correspondence related to the performance of this contract. A summary of the phone conversations and written correspondence shall be submitted to the Contracting Officer monthly and is due no later than the 10th of the following month. For this contract, substantive is defined, but is not only inclusive of:</p> <ul style="list-style-type: none"> - all calls to or from DPW personnel that require action by either the DPW or the Contractor. - all calls to or from DPW personnel that directly or indirectly affect contract terms or conditions. - all calls to or from Federal, state, or local regulatory agency personnel. - all calls to Contractor personnel that require calling party to be referred to the Public Affairs Office. <p>Calls involved in the routine performance of project work that does not fit the above definition of substantive need not be recorded and provided to the Contracting Officer.</p>				
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1. TITLE System/Equipment Testing			2. IDENTIFICATION NUMBER FRP0009	
3. DESCRIPTION/PURPOSE To provide for systematic testing of the modified system/equipment and to document the tests performed as well as the results of these tests.				
4. APPROVAL DATE (YYMMDD)	5. OFFICE OF PRIMARY RESPONSIBILITY (OPR)	6a. DTIC APPLICABLE	6b. GIDEP APPLICABLE	
7. APPLICATION/INTERRELATIONSHIP This Data Item Description (DID) states the requirements for systems/equipment testings.				
8. APPROVAL LIMITATION		9a. APPLICABLE FORMS	9b. AMSC NUMBER	
10. PREPARATION INSTRUCTIONS The system/equipment testing shall be in accordance with thisDID unless otherwise indicated or modified in the task order. 10.1 Ten (10) days prior to the required tests, the Contractor shall submit to the Contracting Officer and authorized installation representative a copy of a proposed testing plan necessary to prove the system/equipment meets the operating standards promulgated by the design. As a minimum, this testing plan shall contain: <ul style="list-style-type: none"> a. Projectnonmenclature. b. System/Equipment description. c. Specific requirements for system/equipment test. d. Results of test. After approval by the Contracting Officer, the Contractor shall schedule the implementation of this testing plan at a time convenient for the Contracting Officer to have installation representative observed.				
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1. TITLE Operating and Maintenance Manuals			2. IDENTIFICATION NUMBER FRP0010	
3. DESCRIPTION/PURPOSE <u>Operating manuals</u> will be used by Government personnel at the installation to operate the modified system/equipment. <u>Maintenance manuals</u> will be used by Government personnel at the installation to identify and perform required preventive and corrective maintenance on the installed/modified system after completion of the FRP.				
4. APPROVAL DATE (YYMMDD)	5. OFFICE OF PRIMARY RESPONSIBILITY (OPR)	6a. DTIC APPLICABLE	6b. GIDEP APPLICABLE	
7. APPLICATION/INTERRELATIONSHIP This Data Item Description (DID) details the requirements for operating and maintenance manuals.				
8. APPROVAL LIMITATION	9a. APPLICABLE FORMS	9b. AMSC NUMBER		
10. PREPARATION INSTRUCTIONS The operating and maintenance manuals shall be in accordance with Section 01700 - Contract Closeout, unless otherwise indicated or modified in the task order.				
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1. TITLE Training			2. IDENTIFICATION NUMBER FRP0011	
3. DESCRIPTION/PURPOSE To delineate Contractor required training requirements.				
4. APPROVAL DATE (YYMMDD)	5. OFFICE OF PRIMARY RESPONSIBILITY (OPR)		6a. DTIC APPLICABLE	6b. GIDEP APPLICABLE
7. APPLICATION/INTERRELATIONSHIP This Data Item Description (DID) provides the requirements to provide a training program.				
8. APPROVAL LIMITATION		9a. APPLICABLE FORMS		9b. AMSC NUMBER
10. PREPARATION INSTRUCTIONS Training shall be in accordance with Section 01700 - Contract Closeout, unless otherwise indicated or modified in the task order.				
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1. TITLE Equipment and Construction Warranties			2. IDENTIFICATION NUMBER FRP0012	
3. DESCRIPTION/PURPOSE To provide warranties on equipment and construction to installation personnel.				
4. APPROVAL DATE (YYMMDD)	5. OFFICE OF PRIMARY RESPONSIBILITY (OPR)		6a. DTIC APPLICABLE	6b. GIDEP APPLICABLE
7. APPLICATION/INTERRELATIONSHIP This Data Item Description (DID) describes the procedures for providing equipment and construction warranties.				
8. APPROVAL LIMITATION		9a. APPLICABLE FORMS		9b. AMSC NUMBER
10. PREPARATION INSTRUCTIONS Equipment and construction warranties shall be in accordance with Section 01700 - Contract Closeout, unless otherwise indicated or modified in the task order.				
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1. TITLE			2. IDENTIFICATION NUMBER	
List of Standard Equipment and Service Organizations			FRP0013	
3. DESCRIPTION/PURPOSE				
To provide installation personnel with a source for service organizations.				
4. APPROVAL DATE (YYMMDD)	5. OFFICE OF PRIMARY RESPONSIBILITY (OPR)	6a. DTIC APPLICABLE	6b. GIDEP APPLICABLE	
7. APPLICATION/INTERRELATIONSHIP				
This Data Item Description (DID) details the procedure for providing a list of standard equipment and service organizations.				
8. APPROVAL LIMITATION		9a. APPLICABLE FORMS	9b. AMSC NUMBER	
10. PREPARATION INSTRUCTIONS				
<p>A list of standard equipment and service organizations shall be provided in accordance with this DID unless otherwise indicated or modified in the task order.</p> <p>10.1 All equipment provided under this contract shall be standard products from a manufacturer regularly engaged in the manufacturing of such products, which are of similar material, design, and workmanship. The standard products shall be satisfactory (to the Government) commercial or industrial use for two (2) years prior to submission for approval. These standard products must be offered for sale on the commercial market through advertisement, manufacturers' catalogs, or brochures. Products having less than 2-year services record will be acceptable if a certified record of satisfactory field operation, for not less than 6000 hours exclusive of the manufactures' factory tests, can be shown and is approved by the Contracting Officer. A certified list of major/minor equipment installed/modified on the project shall be submitted along with a certified list of service organization, with addresses, telephone numbers, and qualifications of qualified, permanent service organizations for support of major/minor equipment. This list shall contain a cost for each item.</p>				
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1. TITLE Certification of Computer Media			2. IDENTIFICATION NUMBER FRP0014	
3. DESCRIPTION/PURPOSE To provide certification of virus free computer media.				
4. APPROVAL DATE (YYMMDD)	5. OFFICE OF PRIMARY RESPONSIBILITY (OPR)		6a. DTIC APPLICABLE	6b. GIDEP APPLICABLE
7. APPLICATION/INTERRELATIONSHIP This Data Item Description (DID) requires a virus free submittal of computer data.				
8. APPROVAL LIMITATION		9a. APPLICABLE FORMS		9b. AMSC NUMBER
10. PREPARATION INSTRUCTIONS Computer media shall be certified in accordance with this DID unless otherwise indicated or modified in the task order. 10.1 All delivery media (floppy disks, magnetic tapes, etc.) for computer data shall be certified by the Contractor to be compatible with installation computer equipment and to be free of known computer viruses. A compatibility certification and the name(s) and release date(s) of the virus scanning software uses to analyze the delivery media shall be furnished to the Government at the time of delivery. The release or revision date of the virus scanning software shall be the current version which has detected the latest known viruses at the time of delivery of the media. If analysis of the delivery media by the Government finds evidence of incompatibility or virus infection, the media will be returned to the Contractor. The Contractor shall resubmit the media at no cost to the Government.				
11. DISTRIBUTION STATEMENT				

DATA ITEM DESCRIPTION			Form Approved OMB No. 0704-0188	
<small>Public reporting burden for this collection of information is estimated to average 110 hours per response. Including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Washington Headquarters Service, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0183), Washington, D.C. 20503.</small>				
1. TITLE			2. IDENTIFICATION NUMBER	
Site/Project Specific Remediation Report			FRP0015	
3. DESCRIPTION/PURPOSE				
To provide a final report of all work performed under the contract.				
4. APPROVAL DATE (YYMMDD)	5. OFFICE OF PRIMARY RESPONSIBILITY (OPR)	6a. DTIC APPLICABLE	6b. GIDEP APPLICABLE	
7. APPLICATION/INTERRELATIONSHIP				
This Data Item Description (DID) gives the format and content for the site specific remediation report.				
8. APPROVAL LIMITATION		9a. APPLICABLE FORMS	9b. AMSC NUMBER	
10. PREPARATION INSTRUCTIONS				
<p>A site specific remediation report shall be prepared in accordance with this DID unless otherwise indicated or modified in the task order.</p> <p>10.1 Final Report. A final report of all technical work accomplished and information gained in performance of the contract, pertinent observations, nature of problems, positive as well as negative results, and design criteria established (where applicable) will be prepared. Procedures followed, processes developed, etc., will be included. The details of all technical work included shall be sufficient to permit full understanding of the techniques and procedures used evolving technology or processes developed. The status of the facility's compliance with specified standards shall be covered.</p> <p>10.2 Format.</p> <p>10.2.1 The <u>title page</u> will identify the report providing contract/task order number, project name, and reporting period.</p> <p>10.2.2 The front cover draft reports will bear the following statement in addition to other requirements, "The view, opinions, and/or findings contained in the report are those of the author(s) and should not be construed as an official Department of the Army position, or decision, unless so designated by other documentation."</p> <p>10.2.3 Table of Contents.</p>				
11. DISTRIBUTION STATEMENT				

10.3 Main Body. The main body of the report shall make use of the following outline only as applicable to each individual situation.

10.3.1 Introduction. The introduction shall consist of a narrative statement of the reasons for the remediation report, make reference to statement of work, technical instructions, other contract direction, previous related submittals and citation of the Government authorization. It should also state aims, objectives, probability of solution of accomplishment, estimated scope of development effort required and technical approach.

10.3.2 Discussion. Discussion shall give a detailed discussion for the technical effort or work performed covering procedures, equipment, facilities, data, and results (both expected and unexpected).

10.3.3 Documentation. Documentation should be made making reference to all related submittals (drawings, intermediate reports, laboratory reports, conference reports, and other research sources).

10.3.4 Tests. Identify tests conducted and resultant test results, both QA and QC.

10.3.5 Summary. The main report body shall end with a summary which should be a concise, self-explanatory recapitulation of the report.

10.3.6 Conclusion. The report should contain a logical conclusion based on the Contractor's evaluation of data presented in the report when an evaluation is applicable. The conclusion should be concise and based on supporting arguments presented in the body of the report. Content of the conclusion is optional on less formalized reports and is left to the discretion of the Contractor.

10.3.7 Recommendations. The report should contain recommendations, when applicable. The recommendations should be a logical outcome of the conclusions and should provide information necessary for action leading to improvements of a system of the state of the art.

10.4 Optional Content

10.4.1 Attendants. Drawings, sketches, photographs, calculations, references or other attachments may be used to clarify or explain the text and may be included either in the body of the report or in an appendix. Oversize material shall be arranged to fold within the report without protruding and shall be limited on one-way horizontal foldouts.

10.4.2 Illustrations. Separate lists of figures, illustrations, and tables may be given immediately following the table of contents, on the same page if possible. Such lists shall be included when there are ten or more figures, illustrations and tables.

Data Item Description FRP0015, Continued

10.4.3 Abbreviations and Symbols. Lists of abbreviations and symbols with definitions, and definitions of terms, may also be given following the table of contents, or on the same page or its reverse. The lists should be included when applicable for intelligibility and usefulness to the educated, but not specialized, reader of scientific reports.

10.4.4 References. A list of references is recommended if more than five titles are cited in the text, and shall follow the last page of the text in the report. Head the page 'References,' list the items in order of initial test reference, and number the items with Arabic numerals. The information of each item will include, in this sequence, as applicable: personal author, title, document number, the Defense Documentation Center AD number, (when known), publisher, data, and classification.

10.4.5 Bibliography. A bibliography (supplemental or associated reading) may be included, if appropriate. Head the list 'Bibliography'. It may appear on the same page with references, space permitting. The items will include the same information required for references, but arranged alphabetically by author and not numbered.

10.4.6 Index. An alphabetical index may be included, if necessary. Normally, it will be included only in a voluminous report that will clearly be used frequently for reference. If used, the index should not be a repetition of section of paragraphs titles, but should list every important subject breakdown which users are most likely to seek.

10.4.7 Appendix. An appendix may be used on material related to or additional to the report, such as material not essential to understanding the text, but which provides vital details to the critical reader; additional detailed description; or explanatory matter; extensive test data; complex mathematical derivations; and reproduction of additional tables, illustrations, charts or graphs referenced frequently throughout the report; lists of materials when the contract requires that such a list will be included in the report; and similar material. Special forms that are required by a specification may be included in the appendix. Appendices shall also be used to incorporate reports submitted by other activities that perform some of the technical effort. Each appendix shall be preceded by a title page indicating content (including number of pages) and applicable references to the body of the report.

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1. TITLE As-Built/Initial Drawings			2. IDENTIFICATION NUMBER FRP0016	
3. DESCRIPTION/PURPOSE To provide as-built drawings reflecting the on-going status of the project as well as the final remediation configuration of the system/facilities/equipment.				
4. APPROVAL DATE (YYMMDD)	5. OFFICE OF PRIMARY RESPONSIBILITY (OPR)		6a. DTIC APPLICABLE	6b. GIDEP APPLICABLE
7. APPLICATION/INTERRELATIONSHIP This Data Item Description (DID) provides for as-built drawings resulting from the effects of this contract.				
8. APPROVAL LIMITATION		9a. APPLICABLE FORMS		9b. AMSC NUMBER
10. PREPARATION INSTRUCTIONS As-built/initial drawings shall be prepared in accordance with this DID and Section 01085- Detailed Design Performance Requirements, unless otherwise indicated or modified in the task order. 10.1 Additional Requirements: See Section 01085, paragraph 3.4.				
11. DISTRIBUTION STATEMENT				

DATA ITEM DESCRIPTION			Form Approved OMB No. 0704-0188	
<small>Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Washington Headquarters Service, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0183), Washington, D.C. 20503.</small>				
1. TITLE As-Built/Final Drawings			2. IDENTIFICATION NUMBER FRP0017	
3. DESCRIPTION/PURPOSE To provide as-built drawings reflecting the final remediation configuration of the system/facilities/equipment.				
4. APPROVAL DATE (YYMMDD)	5. OFFICE OF PRIMARY RESPONSIBILITY (OPR)		6a. DTIC APPLICABLE	6b. GIDEP APPLICABLE
7. APPLICATION/INTERRELATIONSHIP This Data Item Description (DID) provides for as-built drawings resulting from the effects of this contract (DA Form 1354).				
8. APPROVAL LIMITATION		9a. APPLICABLE FORMS		9b. AMSC NUMBER
10. PREPARATION INSTRUCTIONS As-built/final drawings shall be prepared in accordance with this DID and Section 01700, unless otherwise indicated or modified in the task order. Final submittal of certified as-builts drawings will include one red-lined copy of Government approved construction blueline prints, as well as one set of mylar reproducible, and two (2) sets of the blue lines. * * As-builts in digital format may be required by the Contracting Officer.				
11. DISTRIBUTION STATEMENT				

SECTION 01085

DETAILED DESIGN PERFORMANCE REQUIREMENTS

1. GENERAL: This section sets forth the general requirements for the performance of various survey, comprehensive interior design, and design services related to new construction, upgrade, improvement and repair of facilities, infrastructure systems, and related components at Federal Facilities located within the Area of Responsibility of South Atlantic Division, U. S. Army Corps of Engineers. The design portion of the scope of work for each task order shall be selected from the list of requirements in paragraph 3 below. Other task order requirements shall be included in the pre-proposal conference minutes, instructions from the Using Agency's representatives through the Savannah District, or other additional instructions directly from the Savannah District.

In order to maintain maximum flexibility in establishing construction specifications while at the same time avoiding unnecessarily restrictive descriptions, the designer is required to comply with the following standards when specifying a product by trade name, make or catalog number:

a. List the salient characteristics of the named product which establish the "standard of quality" required by the Government. These characteristics should be listed in the form of physical, functional and performance characteristics.

b. Conduct a market survey to identify all manufacturers whose products meet the Government's requirements.

c. Provide the names and model numbers of all manufacturers' products which meet the "standard of quality" and list these manufacturers and products in the specifications and/or drawings.

2. CRITERIA REFERENCES. The following information and criteria are made a part of this contract by reference:

2.1 Savannah District Design Manual for Military Construction (SAS DM) dated May 2000. All applicable publications are listed in the SAS DM.
(<http://en.sas.usace.army.mil/cad.htm>)

2.2 Technical Instructions (TI) 800-01, U.S. Army Corps of Engineers Design Criteria dated 20 July 1998 (<http://www.hnd.usace.army.mil> - under the TECHINFO link).

2.3 Tri-Service A/E/C CADD Standards, Release 1.7, dated 31 July 1998
(<http://tsc.wes.army.mil/html/standards/aec/default.htm>).

2.4 Savannah District Drafting Standards, dated March 1997.

2.5 DA Facility Standard Design for UEPH, COF, Tactical Equipment Maintenance Facilities, etc. (<http://cadlib.wes.army.mil/>).

2.6 Applicable Installation Design Guides

2.7 U.S. Army Corps of Engineers Guide Specifications (CEGS)
(<http://www.hnd.usace.army.mil> - under the TECHINFO link).

2.8 Various Government and commercial criteria standards available in the Construction Criteria Base library (<http://www.ccb.org>).

2.9 U.S. Army Publications and Other Information (<http://www.usapppc.hoffman.army.mil/gils/gils.html>).

2.10 Air Force Directorate of Departmental Publications Resources (<http://afpubs.hq.AF.mil/>).

2.11 Federal Acquisition Regulation (FAR) (<http://www.arnet.gov/far/>).

2.12 Technical Requirements for Design-Build (<http://www.hnd.usace.army.mil/techinfo/instructions.htm>)

2.13 Design-Build Instructions (DBI) for Military Construction (<http://www.hnd.usace.army.mil/techinfo/instructions.htm>)

3. SERVICES. The SAS DM provides detailed guidance for preparation of all work under this contract. Unless otherwise indicated, all designs shall be developed using MicroStation CADD technology and SPECSINTACT software for contract specifications. Anticipated services required under this contract are as follows:

3.1 Studies/Reports: The Contractor shall prepare and submit studies/reports (engineering, life cycle cost analyses, etc.) in accordance with additional specific instructions provided within task orders.

3.2 Preliminary Design and Submittal: The Contractor shall prepare and submit for approval the drawings, written descriptions, design analyses, cost estimate, and other related and supporting documents as are more fully specified in the SAS DM, Volume II, Chapters A-1 Through A-12 and Chapters B-1 and B-2. The Contractor shall incorporate preliminary design review comments as a part of completing the Preliminary Design submittal.

3.3 Final Design and Submittal: The Contractor shall prepare in accordance with Government standards, the detailed working drawings and specifications necessary for the effective coordination and efficient execution of the construction work, together with such design analyses, cost estimate, quantity take-off, unit price schedules, and other related and supporting documentation as are more fully specified in the SAS DM, Volume II, Chapters A-1 Through A-12 and Chapters B-1 and B-2. This includes incorporation of comments from the final design review. The Contractor at no additional expense to the Government shall correct items of noncompliance, and corrections shall be made within the time allowed by established design and bidding schedules. This includes travel by the Contractor to Savannah District during reproduction of the bid documents to review discrepancies. Workstations in the Savannah District will not be available for Contractor use.

3.3.1 The Contractor shall prepare the submittal register listing all contractor submittals required in the contract specifications. The Submittal Register Form (ENG Form 4288) shall be developed using the SPECSINTACT software. Using the ENG Form 4288 Submittal Register, the Contractor shall develop a list of submittal items requiring Designer ("ED" Savannah District Engineering Division or "AE" (Architect-Engineer) level review.

3.3.2 The corrected final design shall constitute the construction contract documents. The Contractor shall submit an electronic copy of the plans and specifications, one original copy of the plans on vellum, one original single-sided copy of the specifications on bond paper (unbound), and one original single-sided copy of the cost estimate on bond paper. If a M-CACES estimate is prepared, an electronic copy of the estimate shall be submitted as part of the corrected final design.

3.4 As Built Drawings (Initial): The Contractor shall survey existing facility conditions and update existing architectural and engineering drawings to reflect current conditions. The as-built drawings shall be created using Computer Aided Design and Drafting (CADD) technology. The Contractor shall provide, as a final product, the as-built drawing files in MicroStation software in use by the Savannah District at the time of contract award. The drawing files may require translation to a format compatible with the installation's file system. If required, this shall be specified with each task order.

3.5 Architectural Renderings: The Contractor shall provide one original and two full sized color photos of the final color rendering. The full size renderings (original and photos) shall be framed and matted. The rendering shall be double matted as follows: upper matte sheet shall be a neutral color with a lower sheet of contrasting and complementary color. The frame shall be a standard aluminum type frame. The matte, frame, and rendering shall be color coordinated.

3.5.1 The Contractor shall provide for approval, a single line perspective sketch showing the three dimensional aspects of the facility with emphasis on the main building features. The perspective sketch must be a minimum of 8" X 10", and illustrate the view planned for the final color rendering. The Contractor shall include a sample indicating the type of rendering technique proposed for the final perspective. The Contractor shall select the horizon line and viewing point to best present the facility's character. Generally, a normal eye level view is preferred for single building projects, and an aerial view should be used for multiple building complexes. A professional architectural illustrator showing the view approved from the single line perspective shall prepare the rendering. Details should be appropriate for the military installation (e.g., correct portrayal of personnel and uniforms).

3.5.2 The rendering size shall be appropriately apportioned to illustrate the facility shape, color, patterns of exterior materials, and site development features. The minimum size, as determined by adding the vertical and horizontal dimensions of the rendering (without matte) shall be 42". Non-glare plastic glazing is required. Titles shall be scaled appropriately and included as part of the matte design. Titles shall identify only the project name, installation, and A-E firm.

3.5.3 The Contractor shall provide three mounted 35mm color slides and a photo negative (minimum 35mm) of the final rendering.

3.6 Interior Design: Development of a comprehensive interior design package shall be in accordance with SAS DM.

3.7 Topographic Survey: Complete requirements are detailed in the SAS DM, Volume II, Chapter A-1.

3.8 Subsurface Investigation: Complete requirements are detailed in the SAS DM, Volume II, Chapter B-1. If included in the task order, the Contractor shall complete and return to the Chief, Geotechnical and HTRW Branch, SAS Form 363 for each structure. Early receipt of this document will expedite completion of the foundation design analysis report. Any change in siting or changes to the basic information furnished in SAS Form 363 shall be reported immediately as these changes will likely affect the foundation analysis.

3.9 Design for the Physically Handicapped: In accordance with the Public Law 90-480, the facility shall be designed for use by the physically handicapped. The Uniform Federal Accessibility Standards published in the Federal Register in August 7, 1984, (49FR 31528) covers applicable criteria. If provisions for the handicapped are not included, specific reasons for exemption will be furnished.

3.10 Color Boards: The Contractor shall provide two sets of color/finish boards giving two distinct options, from which one scheme shall be selected by the Installation. The Contractor shall submit the color boards in a 3-ring binder format. Floor plans and elevations shall be included in this document. The Contractor shall submit three copies of the approved color boards with the corrected final design submittal. Finishes shall conform to the Installation's Design Guide.

3.11 Asbestos/Lead Based Paint Identification and Removal: Complete requirements are detailed in the SAS DM.

3.12 DD Form 1354: The Contractor shall submit with the final design a draft DD Form 1354, Transfer and Acceptance of Military Real Property. Instructions and an example of the completed form can be found in the SAS DM.

3.13 Other A-E Services: The contractor shall complete other types of services related to military or federal facilities that may be identified during the life of the contract.

4. GENERAL TECHNICAL INSTRUCTIONS. The following technical instructions are applicable for the design portion of each individual task order unless otherwise specified in specific task orders. For task orders that include design, the task order shall provide specific instructions for the design of the project indicated and, in case of conflict, takes precedence over the requirements of the Appendix A and the SAS DM.

4.1 Quality Control Plan: The Contractor shall develop a design quality control plan and submit this plan with the fee proposal for each task order that includes design. The quality control plan shall include the following:

4.1.1 Project number, description, and location.

4.1.2 A listing of the design team members, noting their responsibilities, phone numbers, and E-mail addresses.

4.1.3 A CPM or bar chart schedule prepared using an off the shelf NAS software package fully compatible with Microsoft Windows environment (i.e. Microsoft Project or similar software) indicating the required design activities and proposed submission dates.

4.1.4 Brief outline description of the Contractor's quality procedures for ensuring a coordinated design between disciplines, coordination between

drawings and specifications, internal processes, and conformance with SAS deliverables requirements as defined in the SAS DM.

4.2 Communications Connectivity Requirements: The Contractor must have Internet access (MS Explorer or Netscape) to access design criteria on the SAS web page (<http://www.sas.usace.army.mil>). Also, the Contractor must have electronic mail with the capability to attach and transfer design documents.

4.3 Adapt Government Designs: When appropriate, the Contractor shall adapt Government designs, drawings, specifications, and standards for buildings and other structures as necessary to meet the requirement of the approved layout of the proposed project, and prepare detailed designs, specifications, and drawings in the required form for buildings and other structures for which Government designs are incomplete or unavailable. All such drawings and specifications shall be corrected to reflect the latest criteria requirements in effect during the project design. Facilities to be used as a basis of design shall be identified in the specific instructions for each task order.

4.4 Adjacent Projects: On-going projects located adjacent to, or nearby a proposed project site will be identified in the specific instructions for each task order. The Contractor shall completely and thoroughly coordinate all aspects of the proposed project and how it interrelates with surrounding facilities.

4.5 Military Installation Aesthetic Improvement Guidance: The Contractor shall consider aesthetic design in accordance with the SAS DM.

4.6 Work: The design portion of the work shall consist of performing all services necessary in preparation of contract plans and specifications, including supporting design analyses, cost estimates, narratives, etc., as required for the specific project. The scope of the respective projects is as defined in the task order.

4.7 Contract Drawings: The contract drawings shall be created using Computer Aided Design and Drafting (CADD) technology. The Contractor shall provide, as a final product, the contract drawing files in MicroStation graphics software in use by the Savannah District at the time of contract award. The drawing files may require translation to a format compatible with the installation's file system. If required, this shall be specified with each task order. The project files shall be delivered on compact disk (CD) with a physical label as to the project location and project name. The CD must conform to ISO 9660-file standard. The ISO convention restricts filenames to the characters A-Z (uppercase only), 0-9, and _ (underscore). Filenames including extensions are restricted to 11 characters.

4.8 Design Analysis: The Design Analysis shall be developed in accordance to the criteria specified within task orders and SAS DM. The Design Analysis shall include all features with the necessary calculations, tables, methods, and sources used in determining equipment and material sizes and capacities, and shall provide sufficient information to support the design.

4.9 Specifications: The Specifications shall be developed utilizing commercial CSI specifications or Corps of Engineers Guide Specifications (CEGS). The project specifications shall be in SPECSINTACT format and be in sufficient detail to fully describe and demonstrate the quality of materials, the installation and performance of equipment, and quality of workmanship.

Detailing and installation of all equipment and materials shall comply with the manufacturer's recommendations.

4.10 Documentation: Drawings, design analyses, estimates, resume of utility loads, etc., which are submitted to the Government, shall be appropriately dated with the current date of the latest revision.

4.11 Photographs: The Contractor shall submit photographs showing, where possible, all field conditions influencing the design. The Contractor shall submit a narrative report detailing the general conditions and all special conditions for which it is impractical to submit specific photographs. Each photograph shall be specifically labeled to identify the subject and how it is applicable to the design. The report and photographs shall be organized by design discipline with each design submittal as required. The Government will return photographs submitted with the preliminary design submittal to the Contractor for use in subsequent submittals. Photographs are to be original prints or copies of such quality (size and clarity) to clearly show field conditions and verify quantity of work required. Digital photographs are preferred.

4.12 Consultant Coordination: The Contractor shall ensure copies of all instructions, manuals, ETLs, or other documents pertaining to the design requirements are furnished to consultants in order to ensure a completely coordinated design.

4.13 Design Conferences: It is anticipated that preliminary design review, and final design review conference(s) will be held for each task order that requires design. The Contractor shall be appropriately represented at each conference. The design instructions furnished at or prior to the conference form a part of this contract and the task order. The Contractor shall be responsible for taking notes and preparing the reports for all conferences after contract award. Conference/visit notes shall be prepared in typed form, signed by the Project Manager or Project Engineer, and the original furnished to the Savannah District office (within five days after date of conference) for concurrence and distribution to all attendees. This report shall include the following items as a minimum:

4.13.1 The date and place the conference was held with a list of attendees. The roster of attendees shall include name, organization, and telephone number.

4.13.2 Written review comments presented by attendees shall be attached to each report with the conference action noted. Conference action shall be "A" for an approved comment, "D" for a disapproved comment, "W" for a comment that has been withdrawn, "N" for noted, and "E" for a comment that has an exception noted.

4.13.3 Comments made during the conference, or decisions affecting criteria changes, must be coordinated with the Contracting Officer's Representative and recorded in the basic conference notes. The conference notes should document any augmentation of written comments.

4.14 Cost Estimates: The Contractor using the appropriate estimating tool based on the complexity of the project shall prepare construction cost estimates. For projects of high complexity, the M-CACES estimating system shall be used. For projects of lesser complexity, the Contractor's in-house estimating system may be used. For projects with two or three disciplines,

estimates prepared "by hand" may be used. The specific instructions prepared for each task order will specify the estimating system of choice. It is conceivable that the construction cost limit (CCL) of a project can change between the time the project is negotiated and the time final design is completed. The Contractor will be advised of all changes in the construction cost limit. A change in the CCL shall not categorically constitute a change in scope nor justify any change in the Contractor's fee. The Contractor is required to design the project at the full scope as indicated on the DD Form 1391 or the specific instructions as originally negotiated plus any changes incorporated by contract modification regardless of the fluctuation in the construction cost limit in accordance with Section 00700, FAR 52-236.22. At any time during the design process, should it become apparent to the Contractor that the construction cost of the project will exceed the amounts set forth in the specific instructions for each task order, he/she shall immediately provide written notice to the Contracting Officer.

4.15 Site Inspections: When making site inspection visits at the Installation, the necessary arrangements for such visits shall be made with the point of contact at the Installation, and keeping the Savannah District informed of scheduled dates. The Contractor is responsible for determining existing site conditions and coordinating the proposed new work with existing conditions and other proposed work. As-built drawings for typical facilities furnished the Contractor may not necessarily reflect the true existing conditions; therefore, each facility must be field checked and drawings revised to indicate the true existing conditions.

4.16 Authorized Changes: The Contractor shall accept instructions only from the Contracting Officer or his/her duly appointed representative; however, requests and desires of the using agency made directly to the Contractor shall be forwarded to the Contracting Officer or his/her duly appointed representative.

4.17 Verification of Design Conditions: Upon completion of each design, the Contractor shall review the design and correct the specifications, codes, etc. to assure the specifications are up to date. Any changes required in the design to conform to code or other criteria changes shall be reported to the Contracting Officer for consideration. Such design changes may be the basis for a contract modification if a change in the design is directed. The Contractor shall revisit the site, verify the field conditions on which the design is based, and advise the Contracting Officer of all changes in field conditions affecting the design and that the required verification is completed prior to the submittal of the corrected final design.

4.18 Submittals: Requirements for submittal packaging shall be outlined in the Specific Instructions for each task order that includes design to include a listing of review agencies with quantities of sets the Contractor is to provide for review by each agency.

4.19 Permits: The Contractor shall ensure that designs comply with all the requirements of the Clean Air Act, as amended; the Federal Water Pollution Control Act, as amended; and the Safe Drinking Water Act. The Contractor shall, during final design and after consultation with the Installation Engineering staff, obtain necessary permits, licenses, and approvals from local, state, and federal authorities.

4.20 Ingress or Egress: Should it become necessary for the Contractor to secure the right of ingress and egress to accomplish any of the work required

for the performance of various planning, survey, comprehensive interior design, and design services related to new construction, upgrade, improvement and repair on properties not owned or controlled by the Government, the Contractor shall secure the consent of the owner, his representative, or agent prior to entering the property.

4.21 Record of Discussions: The Contractor shall be required to provide a record of all discussions, verbal directions, telephone conversations, etc., participated in by the Contractor and/or his representatives on matters relative to this contract and the work.

4.22 Report of Field Visit: The Contractor shall submit a report of field visit each time a visit is made to an installation. In addition, for the purpose of accurate safety records, the Contractor will maintain a record and will report to the Contracting Officer by the 20th of each month, "exposure data" (total number of man-days spent at the installation) for the previous month. This applies to all fieldwork accomplished on Government property. The report of exposure data shall be made by letter.

4.23 Drawing Numbers: Drawing numbers will be assigned following the award of each task order.

4.24 Computerized Design Analysis: The Contractor is encouraged to use computer calculations as part of analysis whenever possible and should refer to the SAS DM and the Specific Instructions for additional information as to approved programs and the requirement for electronic media submittal. As a minimum, unless the programs are listed as approved, the Contractor shall provide:

4.24.1 The name of the program.

4.24.2 A description of the program: This description must be sufficient to verify the validity of methods, assumptions, theories, and formulas, but does not require source code documentation or other information that would compromise the proprietary rights. The Contractor is responsible for verifying the results of programs and that programs are used correctly.

4.24.3 A benchmark run validating the program that includes both a computer analysis and hand analysis of a typical or representative problem.

4.25 Y2K Compliance: All equipment designed under this contract shall be Year 2000 compliant in accordance with FAR 39.106. Equipment must accurately process date/time data including, but not limited to, calculating, comparing, sequencing from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations. Furthermore, year 2000 compliant information technology, when used in combination with other information technology, shall accurately process date/time data if the other information technology properly exchanges with it.

SECTION 01320

PROGRESS SCHEDULES

PART 1 - GENERAL

1.1 REFERENCES (Not Applicable)

1.2 SUBMITTALS

Government approval is required for submittals with a "GA" designation; submittals having an "FIO" designation are for information only:

SD-08 Statements

Construction Progress Chart; GA.

Contractor-Prepared Network Analysis System; GA.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 CONSTRUCTION PROGRESS CHART

Pursuant to the contract clause entitled "SCHEDULE FOR CONSTRUCTION CONTRACTS" the Contractor shall prepare a schedule of construction, when required under individual delivery orders, utilizing a construction progress chart as described herein. Construction progress charts shall be prepared on ENG Form 2454. The Contractor shall submit three copies of the Construction Progress Chart for approval. No progress payments for work under affected Task Orders will be made without an approved progress chart.

The Contractor shall prepare the chart with the following considerations. The contract work shall be divided into definable contract features. As a minimum, the Contractor shall address each specification section as a principal contract feature. The weighted value (WT.) column should indicate the percentage of the contract for which each principal contract feature accounts. The vertical lines shall be identified by specific tin frames, (i.e., weekly, bi-weekly, monthly) with one space accounting for no more than 1 month. The Contractor shall identify the date when Notice to Proceed is acknowledged on the chart. The Contractor shall also identify the contract completion date on the chart.

The Contractor shall place bars on the chart to indicate scheduled progress for each feature of work. The Contractor shall note the anticipated percentage complete for each item at the end of each month and at the end of each scheduled block. Activities shall be identifiable by bid item if applicable.

3.2 CONTRACTOR-PREPARED NETWORK ANALYSIS SYSTEM

Pursuant to the Contract Clause entitled "SCHEDULE FOR CONSTRUCTION CONTRACTS," the Contractor shall prepare a schedule of construction which shall be based upon a critical path method (CPM) network analysis system (NAS) as described below. The network analysis system is required to assure adequate planning and execution of the work and to assist the Contracting Officer in appraising the reasonableness of the proposed schedule and evaluating progress of the work both before and during construction.

3.2.1 Critical Path Method

The critical path method (CPM) shall conform in general to the requirements of the Corps of Engineers' regulation ER 1-1-11 entitled "NETWORK ANALYSIS

SYSTEM" (NAS), single copies of which are available to bona fide bidders on request. Either the Arrow Diagram Method/I-J Procedure (ADM) or the Precedence Diagram Method (PDM) is acceptable for mathematical analysis. Float or slack is defined as the amount of time between the early start date and the late start date, or the early finish date and the late finish date, of any of the activities in the NAS schedule. Float or slack is not time for the exclusive use or benefit of either the Government or the Contractor. Extension of time for performance required under the CONTRACT CLAUSES entitled CHANGES, DIFFERING SITE CONDITIONS, DEFAULT (FIXED PRICE CONSTRUCTION) or SUSPENSION OF WORK will be granted only to the extent that equitable time adjustments for the activity or activities affected exceed the total float or slack along the paths involved.

3.2.2 Network Analysis System

The network analysis system (NAS) shall consist of logic diagrams and accompanying CPM mathematical analysis. Both the logic diagrams and the CPM mathematical analysis will be updated monthly during construction to show the impact of progress and changes. The CPM program utilized to perform the mathematical analysis will be capable of analyzing all approved project activities, including updates, as a single process. Suppression of data critical to NAS calculations shall not be allowed.

The initial network analysis system shall be tested to ensure that it will accurately reflect the effects of time tracking. Testing will be approved by the Contracting Officer's representative prior to the first CPM mathematical analysis system update. Future major changes in the CPM schedule shall also be tested and approved prior to implementation to ensure proper reflection of the actual status of the project as well as on contract dates due to modification time adjustments. Minimum number of activities per building or feature of construction for this project, not including dummies (ADM), is as noted below:

Minimum Number of Activities

Will be determined in each Task Order

3.2.2.1 Logic Diagrams

3.2.2.1.1 Project Activities

Project activities shown on logic diagrams shall include as a minimum, all bona fide construction activities, design-related activities, the submittal, resubmittal (if required), and approval of shop drawings, certifications, samples, calculations, etc., relevant to all materials and equipment to be provided, fabrication/delivery of special materials, components and equipment, their installation and testing, systems testing, and required personnel training. Also included shall be mobilization, demobilization, placement of warrantee tags, O&M manuals, cleanup, and all required contract inspections. All activities of the Government which affect progress as well as contract-required milestone activities with completion dates shall also be included. Lag, lead, contingency, or restraint type time-related activities are allowed when used in conjunction with the precedence method of analysis. They must be clearly identifiable and must indicate time and relationships. These activities are prohibited in arrow diagramming unless contractually mandated and/or approved by the Contracting Officer. The work represented by each activity will be such that the duration will range from 1 to 30 days and will have a dollar value not to exceed \$100,000.00 (except when an activity contains one item of equipment whose value exceeds \$100,000.00). Exceptions to this will be allowed subject to the approval of the Contracting Officer. Activities of separate buildings and/or phases of construction (work items) shall be commonly identifiable by the use of approved activity codes. Activities of projects with more than one bid item shall also be identifiable with approved codes. Detailed logic diagrams need not be time scaled, but

shall be drafted to show a continuous flow of work from left to right. The following information shall be shown on the logic diagrams for each activity: Event or I-J numbers, description of the activity, cost, craft involved (responsibility), work item designation, and activity duration in calendar days. The critical path shall be determined and shall be clearly indicated on the diagram as a continuous series of project activities with zero total float. Activity event numbers shall not exceed five digits (ADM) or ten digits (PDM) and shall be assigned in ascending sequence so that preceding event numbers are smaller numerically than following event numbers. Activity event numbers shall be assigned by fives: i.e., 5, 10, 15, etc. Random numbering schemes are not allowed unless approved by the Contracting Officer.

Logic diagrams shall show the order and interdependence of project activities and the sequence in which the work is to be accomplished, as planned by the Contractor. The logic diagramming procedure which will be used will show how the start of a given activity is dependent on the completion of preceding activities, and how its completion restricts the start of following activities. Solid symbols shall be used to represent actual activities and broken symbols with the page number adjacent shall indicate when an actual node is located elsewhere on the diagram.

3.2.2.1.2 Preliminary Logic Diagram

A preliminary logic diagram defining in detail the Contractor's planned operations during the first 90 calendar days of the project shall be submitted within 10 days after notice to proceed. The Contractor's general approach, in non-time-scaled summary, for the balance of the project shall be indicated. Cost of activities expected to be completed or partially completed before submission and approval of the complete schedule shall be included. The Contractor shall submit with the preliminary logic diagram a copy of the users manual outlining the CPM computer program's mathematical analysis capabilities, details, functions, and operation. Upon approval of the preliminary schedule, the Contractor shall provide to the Government a complete input listing of the approved schedule.

3.2.2.1.3 Summary Logic Diagram

If the project is of such size that the entire logic diagram cannot be readily shown on a single sheet, a summary logic diagram shall be provided. The summary logic diagram shall consist of a minimum of 50 activities and maximum of 150 activities and shall display work item summaries and highlight interdependencies between adjacent work items. Related activities shall be grouped together. The critical path shall be plotted generally along the center of the sheet with channels with increasing float placed towards the top or bottom. The summary logic diagram shall be time scaled using units of approximately 1/2 inch equals 1 week or other suitable scale, approved by the Contracting Officer.

3.2.2.1.4 Sheet Size

Sheet size of logic diagrams shall be 30 by 42 inches. Each updated copy shall show the date of the latest revisions. The logic diagrams shall be manually prepared and hand drafted or CADD drawings. Computer generated logic diagrams are allowed only upon approval of the Contracting Officer.

3.2.2.1.5 Submittal and Updating Procedures

Initial submittal for review purposes shall be submitted in two full size copies. Final approved schedule shall be submitted in eight copies (one reproducible full size, two full size prints, one reproducible half size, and four half-size prints). Monthly updates shall be submitted in two full size copies and one half-size copy. Revision/additions to logic diagrams shall require submittal of one full size reproducible and one half size reproducible of the relevant logic diagram.

3.2.2.2 CPM Mathematical Analysis Reports

The CPM mathematical analysis reports shall include a tabulation of each activity shown on the logic diagrams. The following information will be furnished as a minimum for each activity.

- a. event or I-J numbers;
- b. an identifier reflecting type of activity (beginning, ending, dummy, milestone), when applicable;
- c. activity description;
- d. original duration;
- e. responsibility for activity (prime Contractor, each of the subcontractors, suppliers, Government, etc.);
- f. the work item for phase of which the activity is a part;
- g. monetary value of activity;
- h. remaining duration in actual days remaining to complete the activity; note 4
- i. actual start date (by calendar date);
- j. actual finish date (by calendar date);
- k. percentage of activity completed; Contractor's earnings based on portion of activity completed; note 2
- l. earliest start date (by calendar date); note 3
- m. earliest finish date (by calendar date); note 1
- n. latest start date (by calendar date);
- o. latest finish date (by calendar date);
- p. total slack or total float;
- q. an identifier reflecting modification activities including associated dummy activities: and
- r. bid item if more than one bid item exists.

NOTES:

1. Early start date plus remaining duration equals early finish (ES + RD = EF). Remaining duration expressed in calendar days rather than percentage.
2. Quantity survey (percent complete) independent of network time analysis.
3. Show early start date on all scheduled activities not completed.
4. Remaining duration shall not be based upon percentage of remaining work to be earned.

The program calendar to be used in calculating Kinematical analyst be a continuous or 7-day calendar. The Contracting Officer must approve exceptions to this.

3.2.2.3 Program Analysis

3.2.2.3.1 Progress Reporting Format

The program used in making the mathematical computation shall compile the total dollar value of completed and partially completed activities by work item (as established in the SPECIAL CLAUSES SCHEDULE), and provide the percentage of actual work in place (by work item). Progress reporting format will be reflected in a work item (phase) summary as follows:

- a. Original Contract Dollars
- b. Modified Dollars to Date
- c. Current Contract Dollars ($c = a + b$)
- d. Earned Dollars (Work in Place)
- e. Actual Percent Complete ($e = d/c \times 100\%$)
- f. Percent Scheduled
- g. Work Item Completion Dates (as modified to date)

3.2.2.3.2 Modification Activity Time Adjustments

The CPM mathematical analysis shall accept approved modification activity time adjustments and recompute all scheduled dates and float accordingly.

The Contractor shall indicate in his proposals for all contract modifications, by event number, the activities affected, activities added, or activities deleted. The effect shall be indicated for each activity in both time and money. When modifications in the work are found to necessitate issuance of a notice to proceed prior to proposal submission and/or settlement to avoid delay and additional expense, the Contractor shall furnish the Government suggested changes in the logic diagram(s) and/or duration of all activities affected by the modification within 10 calendar days from notice to proceed. In the event the Contractor does not furnish the suggested logic changes or an agreement cannot be reached, the Contracting Officer's representative will direct the Contractor as to the specific logic changes and/or time adjustments which shall be entered into the CPM mathematical analysis. Modification activity time adjustments to be used to "Time Track" shall be those issued with an unpriced change order or approved since the last update. Each month, prior to updating, the CPM mathematical analysis shall apply these modification activity time adjustments to determine revised work item and/or project completion dates due to contract modifications. The results are to be reviewed and verified by the Contracting Officer's representative, after which the update CPM mathematical analysis shall again be performed including the current period progress with schedule dates and float recomputed based upon the update data date. This shall reflect the actual status of the project.

3.2.2.4 Activities

The program used for the CPM mathematical analysis shall be capable of producing reports listing activities in sorts or groups as follows:

- a. Event or I-J Sort. By event number (PDM) or by the preceding event number, from lowest to highest, and then in the order of the following event number (ADM). Columns pertaining to budgeted and earned amounts shall be totaled. No activities shall be omitted.
- b. Total Float (Slack) Sort. By the amount of total float (slack), then in order of event (PDM) or preceding and following event number (ADM). Dummy activities and completed activities are included.

- c. Early Start Sort. In order of earliest allowable start dates, then in order of total float, then event number (PDM), or preceding event numbers, then in order of succeeding event number, and then in order of following event number (ADM) reflecting only through 90 days from date of report. Dummy activities and activities with more than 90 days of total float are omitted.
- d. Responsibility ES-TF-I-J Sort. By responsibility, in order of earliest allowable start date, then in order of total float, then in order of event number (PDM) or preceding event number, then following event number (ADM); reflecting a 90-day period from the date of the report. Dummy activities are omitted unless they are lag activities and are time related; completed activities are included.
- e. Work Item ES-TF-I-J Sort. By work item code, by early start date, total float, by event number (PDM) or by the preceding event number (from lowest to highest) and then in the order of the following event number (ADM). Dummy activities shall be omitted unless they are lag activities and are time related; completed activities shall be included.
- f. Cost Summary Report. In order of earliest and latest finish dates. Dummy and completed activities are omitted.
- g. Milestones Sort. By event number, or by preceding event number from lowest to the highest and then in the order of following event number.
- h. The Contractor shall submit with the original submittal and major revisions thereafter, labor manning by craft, by activity.

3.2.2.5 Submittal Approval Procedure

The complete network analysis system consisting of the CPM mathematical analysis and logic diagrams for the entire project shall be submitted within 30 calendar days after receipt of notice to proceed. The Government shall have 30 days for review. No payment will be made after the first 60 days without an approved and tested, complete network analysis system.

The complete network analysis system consisting of the CPM mathematical analysis and logic diagrams, for the entire project, shall be submitted within 30 calendar days after receipt of notice to proceed. The preliminary logic diagram shall be submitted for review within 10 days after receipt of notice to proceed. The Government shall have 20 days for the review of the preliminary diagram and 30 days for review of the complete network analysis system. No payment shall be made during the first 30 days without an approved preliminary logic diagram nor after the first 60 days without an approved and tested, complete network analysis system.

3.2.2.6 Number of Copies

Monthly CPM mathematical analysis reports and manually prepared reports shall be submitted in three copies. The mathematical analysis shall also be submitted on 89 mm (3-1/2 inch) or 133 mm (5-1/4 inch) disks as determined at the mutual understanding conference.

3.2.2.7 Review And Evaluation

The Contractor's field representative shall participate in the development of the proposed logic diagram, review and evaluation of the proposed logic diagram, and the CPM mathematical analysis by the Contracting Officer. Any revisions necessary as a result of the review shall be incorporated into the complete network analysis system prior to approval by the Contracting Officer. The approved schedule shall then be the schedule to be used by the Contractor for planning, organizing, and directing the work and for reporting progress and requesting payment for work accomplished. If the Contractor thereafter does not follow his planned schedule or desires to make changes in his method

of operating and scheduling, he shall notify the Contracting Officer in writing stating the reasons for the change. Progress payments will be awarded based on amount judged complete in conjunction with the approved activity sequence. Progress payments on work out of sequence will not be allowed unless logic changes are made and approved by the Contracting Officer prior to submission of the updated CPM mathematical analysis. If the Contracting Officer recognizes major logic changes or considers these Contractor changes to be of a major nature, he will require the Contractor to revise and submit for approval, without additional cost to the Government, all of the affected portion of the detailed logic diagrams and CPM mathematical analysis, as well as the summary logic diagram to show the cumulative effect of the changes on the entire project. A change will be considered of a major nature if the time estimated to be required or actually used for an activity or the logic sequence of activities is varied from the original plan to such a degree that there is a reasonable doubt in the opinion of the Contracting Officer's representative as to the effect on the contract completion date or dates. Changes which affect activities with adequate total float shall be considered minor changes, except that an accumulation of minor changes will be considered a major change when their cumulative effect affects the project or a contractual or work item completion date. The effect of minor changes on logic shall be shown on each monthly update and described fully in the accompanying manually prepared narrative progress report.

3.2.2.8 Mutual Understanding Conference

In conjunction with or following the Pre-Construction Conference, a Mutual Understanding Conference will be conducted to develop a complete understanding of the requirements and procedures for the monthly progress update meeting and mandatory supporting data submission. At this time the medium and format of data exchange will be agreed upon. The meeting date and place will be mutually determined and will consist of authorized representatives who will be participating in the monthly progress update meeting.

3.2.2.9 CPM Mathematical Analysis Update

The Contractor shall submit, at intervals of 30 calendar days, a report of the actual construction progress by updating the CPM mathematical analysis. The update information shall be verified by the Contracting Officer prior to processing and shall include all conditions which would influence the CPM mathematical analysis results. Revisions causing changes in the detailed logic diagram shall be noted on the summary logic diagram, and a revised issue of affected portions of the detailed logic diagram will be furnished along with the CPM mathematical analysis. All logic changes shall have prior approval before being included in the update. The summary logic diagram shall be revised as necessary for the sake of clarity at the option of the Contracting Officer. However, only the initial submission or complete revisions need be time scaled. Subsequent minor revisions need not be time scaled. For each completed phase, the manually prepared progress report need only show total value of work. The date to be used for calculating progress (update data date) will be the first work day of the month following the progress month, or a date mutually agreed upon by the Contractor and Government Representatives, with remaining project work scheduled and total float recalculated from that date in the CPM mathematical analysis.

3.2.2.9.1 Report Content

The progress report package shall include cover letter, request for payment, sorts a., Event or I-J Sort, and b., Total Float (Slack Sort), identified in paragraph 3.2.2.4, the appropriate narrative reports required below, and updated logic diagrams. The complete mathematical analysis shall be included on either 89 mm (3-1/2 inch) or 133 mm (5-1/4 inch) disks for use by the Government in preparing reports and sorts in paragraph 3.2.2.4. If data cannot be supplied on disk for use by the Government, all reports and sorts listed in paragraph 3.2.2.4 shall be submitted with the package. Pay Requests

are not a mandatory part of this submittal update package; however, all requests for payment, when submitted, shall be part of a complete progress report package. To assure adequate time for review, progress report packages shall be submitted 5 working days prior to submittal of the pay estimate. The progress report shall include updated information on the activities or portions of activities completed during the reporting period and their total value as basis for the Contractor's request for payment. Payment made pursuant to the Contract Clause entitled "Payments Under Fixed Price Construction Contracts" will be based on the total value of such activities completed or partially completed after verification by the Contracting Officer. The report shall state the percentage of the work actually completed and scheduled, as of the report date, and the progress along the critical path in terms of days ahead or behind the approved contract completion dates. If the project is behind schedule, the Contractor shall also submit a manually prepared progress reporting narrative form with the undated CPM mathematical analysis which shall include, but not be limited to a description of the problem areas (current and anticipated), delaying factors and their impacts and an explanation of corrective actions taken or proposed. This report is mandatory.

3.2.2.9.2 Manually Prepared Progress Report

In addition to the CPM mathematical analysis reports, a manually prepared progress report shall be submitted to include the following data:

- a. Identification of activities which are planned to be expedited by use of overtime or double shifts to be worked including Saturdays, Sundays, and holidays;
- b. A description of the major items of construction equipment planned for operation of the project. (The description shall include the type, number of units, and unit capacities. A schedule shall be provided showing proposed times the equipment shall be on the job and shall be keyed to activities on which equipment will be used.); and
- c. Where portions of the work are to be paid by unit cost, the estimated number of units in an activity which were used in developing the total activity cost.

3.2.2.9.3 Monitor of Input

Each monthly update report will include a monitor of input. This monitor of input will show all changes of input to the CPM mathematical analysis for that update. Progress reporting shall include actual start and finish dates, remaining durations, percent complete, and monetary value of activities, if altered.

3.2.2.9.4 Modification Summary Status Report

The monthly update shall include a separate modification summary status report showing for each negotiated/approved modification the following:

- a. The Corps of Engineer's modification numbers (PO# and DO#).
- b. The Contractor's modification number.
- c. The activity event numbers for each modification activity.
- d. The respective activity duration.
- e. The total modification negotiated price by activities.

3.2.3 Scheduling Staff

The Contractor shall employ at the jobsite, during all times which work under the contract is being performed, an experienced staff trained in the use and application of a computer-based critical path method network analysis system for planning and execution of the work. This staff shall have a minimum of 4 years verifiable experience in the planning, scheduling, modifying, application and analysis of CPM schedules. The sole responsibility of this staff shall be the monitoring and reporting of progress made in performing the work required under the contract. The staff shall be responsible for inputting data relating to progress in order to perform monthly revisions of the network, updating the mathematical analysis, and revising logic diagrams to reflect approved changes in the sequencing of the work. The size of this staff and the person(s) proposed by the Contractor shall be subject to the approval of the Contracting Officer. A resume of verifiable prior experience and/or training shall be submitted for those persons considered by the Contractor for employment.

3.2.3.1 Data Disks

The automated scheduling software utilized by the Contractor shall be capable of direct data input or some system of input to the scheduling system used by the Government or shall be capable of exporting input data to an ASCII text file. Data disk(s) containing direct entry data or current ASCII file shall be provided with the Initial Schedule, Monthly Updates, and all NAS revisions or requests for revisions. The Contractor will be responsible for the accuracy of this data and successful data transfer to the Government. In the event of faulty disk(s), the Contractor will be responsible for replacement.

3.2.3.1.1 Standard Data Exchange Format

If direct exchange of data is not possible, data shall be provided according to ER 1-1-11, Appendix B. Scheduling System Data Exchange Format dated 15 Mar 90 which shall be furnished the Contractor at the Mutual Understanding Conference during or following the Pre-Construction Conference.

--End of Section--

SECTION TABLE OF CONTENTS

DIVISION 01 - GENERAL REQUIREMENTS

SECTION 01330

SUBMITTAL PROCEDURES

09/00

PART 1 GENERAL

- 1.1 SUBMITTAL IDENTIFICATION
- 1.2 SUBMITTAL CLASSIFICATION
 - 1.2.1 Government Approved
 - 1.2.2 Information Only
- 1.3 APPROVED SUBMITTALS
- 1.4 DISAPPROVED SUBMITTALS
- 1.5 WITHHOLDING OF PAYMENT

PART 2 PRODUCTS (Not used)

PART 3 EXECUTION

- 3.1 GENERAL
- 3.2 SUBMITTAL REGISTER
- 3.3 SCHEDULING
- 3.4 TRANSMITTAL FORM (ENG FORM 4025)
- 3.5 SUBMITTAL PROCEDURE
 - 3.5.1 Procedures
 - 3.5.2 Deviations
- 3.6 CONTROL OF SUBMITTALS
- 3.7 GOVERNMENT APPROVED SUBMITTALS
- 3.8 INFORMATION ONLY SUBMITTALS
- 3.9 STAMPS

-- End of Section Table of Contents --

CEGS-01330/S (September 2000)

SECTION 01330

SUBMITTAL PROCEDURES

09/00

PART 1 GENERAL

1.1 SUBMITTAL IDENTIFICATION

Submittals required are identified by SD numbers and titles as follows:

- SD-01 Preconstruction Submittals
- SD-02 Shop Drawings
- SD-03 Product Data
- SD-04 Samples
- SD-05 Design Data
- SD-06 Test Reports
- SD-07 Certificates
- SD-08 Manufacturer's Instructions
- SD-09 Manufacturer's Field Reports
- SD-10 Operation and Maintenance Data
- SD-11 Closeout Submittals

1.2 SUBMITTAL CLASSIFICATION

Submittals are classified as follows:

1.2.1 Government Approved

Government approval is required for extensions of design, critical materials, deviations, equipment whose compatibility with the entire system must be checked, and other items as designated by the Contracting Officer. Within the terms of the Contract Clause entitled "Specifications and Drawings for Construction," they are considered to be "shop drawings."

1.2.2 Information Only

All submittals not requiring Government approval will be for information only. They are not considered to be "shop drawings" within the terms of the Contract Clause referred to above.

1.3 APPROVED SUBMITTALS

The Contracting Officer's approval of submittals shall not be construed as a complete check, but will indicate only that the general method of

construction, materials, detailing and other information are satisfactory. Approval will not relieve the Contractor of the responsibility for any error which may exist, as the Contractor under the Contractor Quality Control (CQC) requirements of this contract is responsible for dimensions, the design of adequate connections and details, and the satisfactory construction of all work. After submittals have been approved by the Contracting Officer, no resubmittal for the purpose of substituting materials or equipment will be considered unless accompanied by an explanation of why a substitution is necessary.

1.4 DISAPPROVED SUBMITTALS

The Contractor shall make all corrections required by the Contracting Officer and promptly furnish a corrected submittal in the form and number of copies specified for the initial submittal. If the Contractor considers any correction indicated on the submittals to constitute a change to the contract, a notice in accordance with the Contract Clause "Changes" shall be given promptly to the Contracting Officer.

1.5 WITHHOLDING OF PAYMENT

Payment for materials incorporated in the work will not be made if required approvals have not been obtained.

PART 2 PRODUCTS (Not used)

PART 3 EXECUTION

3.1 GENERAL

The Contractor shall make submittals as required by the specifications. The Contracting Officer may request submittals in addition to those specified when deemed necessary to adequately describe the work covered in the respective sections. Units of weights and measures used on all submittals shall be the same as those used in the contract drawings. Each submittal shall be complete and in sufficient detail to allow ready determination of compliance with contract requirements. Prior to submittal, all items shall be checked and approved by the Contractor's Quality Control (CQC) System Manager and each item shall be stamped, signed, and dated by the CQC System Manager indicating action taken. Proposed deviations from the contract requirements shall be clearly identified. Submittals shall include items such as: Contractor's, manufacturer's, or fabricator's drawings; descriptive literature including (but not limited to) catalog cuts, diagrams, operating charts or curves; test reports; test cylinders; samples; O&M manuals (including parts list); certifications; warranties; and other such required submittals. Submittals requiring Government approval shall be scheduled and made prior to the acquisition of the material or equipment covered thereby. Samples remaining upon completion of the work shall be picked up and disposed of in accordance with manufacturer's Material Safety Data Sheets (MSDS) and in compliance with existing laws and regulations.

3.2 SUBMITTAL REGISTER

At the end of this section is a submittal register showing items of equipment and materials for which submittals are required by the specifications; this list may not be all inclusive and additional submittals may be required. The Contractor shall maintain a submittal register for the project in accordance with Section 01312 RESIDENT

MANAGEMENT SYSTEM (RMS).

3.3 SCHEDULING

Submittals covering component items forming a system or items that are interrelated shall be scheduled to be coordinated and submitted concurrently. Certifications to be submitted with the pertinent drawings shall be so scheduled. Adequate time (a minimum of 30 calendar days exclusive of mailing time) shall be allowed and shown on the register for review and approval. No delay damages or time extensions will be allowed for time lost in late submittals. An additional 10 calendar days shall be allowed and shown on the register for review and approval of submittals for food service equipment and refrigeration and HVAC control systems.

3.4 TRANSMITTAL FORM (ENG FORM 4025)

The sample transmittal form (ENG Form 4025) included in Attachment 1 to Section 00800 shall be used for submitting both Government approved and information only submittals in accordance with the instructions on the reverse side of the form. These forms will be furnished to the Contractor.

This form shall be properly completed by filling out all the heading blank spaces and identifying each item submitted. Special care shall be exercised to ensure proper listing of the specification paragraph and/or sheet number of the contract drawings pertinent to the data submitted for each item.

3.5 SUBMITTAL PROCEDURE

Submittals shall be made as follows:

3.5.1 Procedures

The Contractor shall be responsible for the scheduling and control of all submittals. The Contractor is responsible for confirming that the submittal register includes all submittals required by the contract documents.

In addition to those items listed on ENG Form 4288, the Contractor will furnish submittals for any deviation from the plans or specifications. The scheduled need dates must be recorded on the document for each item for control purposes and critical items must be tied to the Contractor's approved schedule where applicable.

The Contractor will submit to the Contracting Officer for approval a minimum of five copies of all G/RE (Resident/Area Office Review), G/ED (Engineering Division Review) or G/AE (Architect-Engineer Review) level submittals. Three copies of all FIO level submittals will be provided. The number of copies of submittals specified in this portion of the contract shall be complied with in lieu of four copies as specified by FAR 52.236-21.

For those contracts requiring Network Analysis System (NAS), the Contractor will schedule on the NAS critical items of equipment submittals and procurement activities which will, or have the potential to, significantly impact project completion. The inclusion or exclusion of critical items shall be subject to the approval of the Contracting Officer.

Where ENG Form 4025 must be submitted prior to approval of the Construction Progress Schedule, the Contractor shall submit an initial annotated ENG

Form 4288 upon which dates for submittal, approval and delivery of procurement items shall be included for the first 60 days of the work. Upon approval of the Construction Progress Schedule, or no later than 60 days after Notice to Proceed, the Contractor shall submit final annotated copies of ENG Form 4288. Dates shall be coordinated with the approved Construction Progress Schedule to logically interface with the sequence of construction. Critical item numbers will be shown on the listing if NAS is required.

Furnishing the schedule shall not be interpreted as relieving the Contractor of his obligation to comply with all the specification requirements for the items on the schedule. Contractor's Quality Control representative shall review the listing at least every 30 days and take appropriate action to maintain an effective system. The Contractor shall furnish a list each 30 days of all submittals on which either Government's or Contractor's action is past due. He shall also furnish revised due dates in those cases when the original submittal schedule is no longer realistic. This monthly list of delayed items shall also be annotated by the Contractor to show what corrective action he is taking with regard to slippages in submittal schedule which are attributable to actions by him, his subcontractors, or suppliers.

The Contractor shall provide a complete updated submittal register indicating the current status of all submittals when requested by the Contracting Officer in order to assure himself the schedule is being maintained.

The Contractor shall certify that each submittal is correct and in strict conformance with the contract drawings and specifications. All submittals not subject to the approval of the Contracting Officer will be submitted for information purposes only.

No Corps of Engineers action will be required prior to incorporating these items into the work, but the submittal shall be furnished to the Area/Resident Engineer not less than 2 weeks prior to procurement of Contractor certified material, equipment, etc.

These Contractor approved submittals will be used to verify that material received and used in the job is the same as that described and approved and will be used as record copies. All samples of materials submitted as required by these specifications shall be properly identified and labeled for ready identification, and upon being certified by the Contractor and reviewed by the Contracting Officer, shall be stored at the site of the work for job site use until all work has been completed and accepted by the Contracting Officer. Delegation of this approval authority to Contractor Quality Control does not relieve the Contractor from the obligation to conform to any contract requirement and will not prevent the Contracting Officer from requiring removal and replacement of construction not in contract conformance; nor does it relieve the Contractor from the requirement to furnish "samples" for testing by the Government Laboratory or check testing by the Government in those instances where the technical specifications so prescribe.

Contractor certified drawings will be subject to quality assurance review by the Government at any time during the duration of the contract. No adjustment for time or money will be allowed for corrections required as a result of noncompliance with plans and specifications.

Submittals Requiring Government Approval (G/ED Level, G/RE Level or G/AE

level). Where the review authority is designated to the Government, the Contractor is required to sign the certification on ENG Form 4025 in the box beside the remarks block in Section I. The Government will code the items in block h and sign the approval action block in Section II as the approving authority.

Operating and Maintenance Instructions. Six complete sets of instructions containing the manufacturer's operating and maintenance instructions for each piece of equipment shall be furnished. Each set shall be permanently bound and shall have a hard cover. One complete set shall be furnished at the time test procedures are submitted. Remaining sets shall be furnished before the contract is completed. The following identification shall be inscribed on the covers: The words "OPERATING AND MAINTENANCE INSTRUCTIONS," name and location of the facility, name of the Contractor, and contract number. Fly sheets shall be placed before instructions covering each subject. Instruction sheets shall be approximately 8-1/2 by 11 inches, with large sheets of drawings folded in. Instructions shall include but are not limited to:

- (1) System layout showing piping, valves and controls;
- (2) Approved wiring and control diagrams;
- (3) A control sequence describing startup, operation and shutdown;
- (4) Operating and maintenance instructions for each piece of equipment, including lubrication instructions and troubleshooting guide; and
- (5) Manufacturer's bulletins, cuts and descriptive data; parts lists and recommended parts.

3.5.2 Deviations

For submittals which include proposed deviations requested by the Contractor, the column "variation" of ENG Form 4025 shall be checked. The Contractor shall set forth in writing the reason for any deviations and annotate such deviations on the submittal. The Government reserves the right to rescind inadvertent approval of submittals containing unnoted deviations.

3.6 CONTROL OF SUBMITTALS

The Contractor shall carefully control his procurement operations to ensure that each individual submittal is made on or before the Contractor scheduled submittal date shown on the approved "Submittal Register."

3.7 GOVERNMENT APPROVED SUBMITTALS

Upon completion of review of submittals requiring Government approval, the submittals will be identified as having received approval by being so stamped and dated. Four copies of the submittal will be retained by the Contracting Officer and one copy of the submittal will be returned to the Contractor.

3.8 INFORMATION ONLY SUBMITTALS

Normally submittals for information only will not be returned. Approval of the Contracting Officer is not required on information only submittals. The Government reserves the right to require the Contractor to resubmit any

item found not to comply with the contract. This does not relieve the Contractor from the obligation to furnish material conforming to the plans and specifications; will not prevent the Contracting Officer from requiring removal and replacement of nonconforming material incorporated in the work; and does not relieve the Contractor of the requirement to furnish samples for testing by the Government laboratory or for check testing by the Government in those instances where the technical specifications so prescribe.

3.9 STAMPS

Stamps used by the Contractor on the submittal data to certify that the submittal meets contract requirements shall be similar to the following:

<p style="text-align: center;">CONTRACTOR</p> <p style="text-align: center;">(Firm Name)</p> <p>_____ Approved</p> <p>_____ Approved with corrections as noted on submittal data and/or attached sheets(s).</p> <p>SIGNATURE: _____</p> <p>TITLE: _____</p> <p>DATE: _____</p>
--

-- End of Section --

SECTION 01340

SURVEY, LAYOUT, AND OTHER DATA

PART 1 - GENERAL

1.1 REFERENCES (Not Applicable)

1.2 SUBMITTALS

Government approval is required for submittals with a "GA" designation; submittals having an "FIO" designation are for information only:

SD-01 Data

Verification of Contract Survey Data; GA.

The Contractor shall furnish verification of basic survey data prior to disturbing existing site conditions in accordance with PART 3 paragraph CONTRACTOR VERIFICATION OF CONTRACT SURVEY DATA.

Underground Storage Tank Data; FIO.

Furnish the Contracting Officer notification of tank installation and other data in accordance with PART 3 paragraph UNDERGROUND STORAGE TANKS.

Thirty-five mm Color Slides; FIO.

Provide color slides of the project construction in accordance with paragraph THIRTY-FIVE MM COLOR SLIDES.

SD-04 Drawings

Plant Layout Drawings; GA.

Furnish drawings and other data concerning the principal components of the construction plant, offices, and shop and storage areas the Contractor proposes to construct at the site in accordance with paragraph PLANT LAYOUT DRAWINGS.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 CONTRACTOR VERIFICATION OF CONTRACT SURVEY DATA

During initial site layout and before existing conditions are disturbed the Contractor shall verify, in writing, the basic survey data provided on the contract drawings. Verification shall be initiated from the point shown on the contract drawings or from the contract drawing reference point designated by the Contracting Officer's authorized representative and shall include, as a minimum, benchmark elevations, horizontal control points, and sufficient spot checks of critical elevations to ensure that the survey data adequately reflects existing conditions. The Contractor shall not proceed with construction until survey verification is provided to the Contracting Officer's authorized representative. Before an existing benchmark referenced on the contract drawings is disturbed the Contractor shall establish a new benchmark which has been approved by the Contracting Officer's authorized representative. Benchmarks which are destroyed without authorization from the Contracting Officer's authorized representative must be replaced at the

Contractor's expense as prescribed in clause "Layout of Work" in Section 00700, Contract Clauses. The Contractor shall refer to Contract Clauses, "Differing Site Conditions" and "Site Investigation and Conditions Affecting the Work," for additional requirements.

3.2 UNDERGROUND STORAGE TANKS

In addition to any other requirements for submittal, the Contractor shall, within 5 days of installation of any underground storage tanks under this contract, notify the Contracting Officer's representative the date of installation. The notification shall also include the following information:

- a. A plan view showing the tank's location.
- b. Projected date the tank will begin operation.
- c. Total capacity of tank in gallons.
- d. The material used in the construction of the tank.
- e. Internal protection of the tank.
- f. External protection of the tank.
- g. Type of piping and if piping is cathodically protected.
- h. Type of substance to be stored in the tank.

3.3 PLANT LAYOUT DRAWINGS (1965 APR OCE) (EFARS 52.2/9109(f))

Drawings, in triplicate, showing the layout of the plant the Contractor proposes to use on the work shall be submitted by the Contractor for review by the Contracting Officer. The drawings shall show the locations of the principal components of the construction plant; offices; shop and storage buildings; housing facilities, if any; and storage areas and yards which the Contractor proposes to construct at the site of the work and elsewhere. The Contractor shall also furnish for review by the Contracting Officer drawings in triplicate, showing the general features of his aggregate processing plant; aggregate transporting, storage and reclaiming facilities; aggregate rinsing and dewatering plant, if required; coarse aggregate rescreening plant, if required; concrete batching and mixing plant; concrete conveying and placing plant; and when precooling of concrete is required, the cooling plant. The drawing shall appropriately show the capacity of each major feature of the plant including the rated capacity of the aggregate production plant in tons per hour of fine and coarse aggregates; rated capacity of the aggregate transporting, storage and reclaiming facilities; volume of aggregate storage; capacity of cement and pozzolan storage; rated capacity of the concrete batching and mixing plant in cubic yards per hour; rated capacity of the concrete transporting and placing plant in cubic yards per hour; and when used rated capacity of plant for precooling of concrete. Drawings in triplicate showing any changes in plant made during design and erection or after the plant is in operation shall be submitted to the Contracting Officer for review. Two sets of the drawings will be retained by the Contracting Officer and one set will be returned to the Contractor with comments.

3.4 THIRTY-FIVE MM COLOR SLIDES

The Contractor shall make a representative series of 35 mm, color slides consisting of six before, six during, and six after construction of this project. Slides shall be taken as directed by the Contracting Officer, and shall be delivered to the Contracting Officer.

-- End of Section --

SECTION TABLE OF CONTENTS

DIVISION 01 - GENERAL REQUIREMENTS

SECTION 01420

SOURCES FOR REFERENCE PUBLICATIONS

09/01

PART 1 GENERAL

1.1 REFERENCES

1.2 ORDERING INFORMATION

-- End of Section Table of Contents --

SECTION 01420

SOURCES FOR REFERENCE PUBLICATIONS

09/01

PART 1 GENERAL

1.1 REFERENCES

Various publications are referenced in other sections of the specifications to establish requirements for the work. These references are identified in each section by document number, date and title. The document number used in the citation is the number assigned by the standards producing organization, (e.g. ASTM B 564 Nickel Alloy Forgings). However, when the standards producing organization has not assigned a number to a document, an identifying number has been assigned for reference purposes.

1.2 ORDERING INFORMATION

The addresses of the standards publishing organizations whose documents are referenced in other sections of these specifications are listed below, and if the source of the publications is different from the address of the sponsoring organization, that information is also provided. Documents listed in the specifications with numbers which were not assigned by the standards producing organization should be ordered from the source by title rather than by number. The designations "AOK" and "LOK" are for administrative purposes and should not be used when ordering publications.

ACI INTERNATIONAL (ACI)
P.O. Box 9094
Farmington Hills, MI 48333-9094
Ph: 248-848-3700
Fax: 248-848-3701
Internet: www.aci-int.org
AOK 5/01
LOK 2/01

ACOUSTICAL SOCIETY OF AMERICA (ASA)
2 Huntington Quadrangle
Melville, NY 11747-4502
Ph: 516-576-2360
Fax: 516-576-2377
email: asa@aip.org
Internet: www.asa.aip.org

To order ASA Standards, contact:
Standards and Publications Fulfillment Center
P.O. Box 1020
Sewickley, PA 15143-9998
Phone: 412-741-1979
Fax: 412-741-0609
Email: asapubs@abdintl.com

AOK 5/01
LOK 2/01

AIR CONDITIONING AND REFRIGERATION INSTITUTE (ARI)
4301 North Fairfax Dr., Suite 425
ATTN: Pubs Dept.
Arlington, VA 22203
Ph: 703-524-8800
Fax: 703-528-3816
E-mail: ari@ari.org
Internet: www.ari.org
AOK 5/01
LOK 2/01

AIR CONDITIONING CONTRACTORS OF AMERICA (ACCA)
2800 Shirlington Road, Suite 300
Arlington, VA 22206
Ph: 703-575-4477
FAX: 703-575-4449
Internet: www.acca.org
AOK 5/01
LOK 6/00

AIR DIFFUSION COUNCIL (ADC)
104 So. Michigan Ave., No. 1500
Chicago, IL 60603
Ph: 312-201-0101
Fax: 312-201-0214
Internet: www.flexibleduct.org
AOK 5/01
LOK 6/00

AIR MOVEMENT AND CONTROL ASSOCIATION (AMCA)
30 W. University Dr.
Arlington Heights, IL 60004-1893
Ph: 847-394-0150
Fax: 847-253-0088
Internet: www.amca.org
AOK 5/01
LOK 2/01

ALUMINUM ASSOCIATION (AA)

900 19th Street N.W.
Washington, DC 20006
Ph: 202-862-5100
Fax: 202-862-5164
Internet: www.aluminum.org
AOK 5/01
LOK 2/01

AMERICAN ARCHITECTURAL MANUFACTURERS ASSOCIATION (AAMA)
1827 Walden Ofc. Sq.
Suite 104
Schaumburg, IL 60173-4268
Ph: 847-303-5664
Fax: 847-303-5774
Internet: www.aamanet.org
AOK 5/01
LOK 2/01

AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS

(AASHTO)
444 N. Capital St., NW, Suite 249
Washington, DC 20001
Ph: 800-231-3475 202-624-5800
Fax: 800-525-5562 202-624-5806
Internet: www.transportation.org
AOK 5/01
LOK 2/01

AMERICAN ASSOCIATION OF TEXTILE CHEMISTS AND COLORISTS (AATCC)
P.O. Box 12215
Research Triangle Park, NC 27709-2215
Ph: 919-549-8141
Fax: 919-549-8933
Internet: www.aatcc.org
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AMERICAN BEARING MANUFACTURERS ASSOCIATION (ABMA)
2025 M Street, NW, Suite 800
Washington, DC 20036
Ph: 202-429-5155
Fax: 202-828-6042
Internet: www.abma-dc.org
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LOK 2/01

AMERICAN BOILER MANUFACTURERS ASSOCIATION (ABMA)
4001 North 9th Street, Suite 226
Arlington, VA 22203-1900
Ph: 703-522-7350
Fax: 703-522-2665
Internet: www.abma.com
AOK 5/01
LOK 2/01

AMERICAN CONCRETE PIPE ASSOCIATION (ACPA)
222 West Las Colinas Blvd., Suite 641
Irving, TX 75039-5423
Ph: 972-506-7216
Fax: 972-506-7682
Internet: www.concrete-pipe.org
e-mail: info@concrete-pipe.org
AOK 5/01
LOK 6/00

AMERICAN CONFERENCE OF GOVERNMENTAL INDUSTRIAL HYGIENISTS (ACGIH)
1330 Kemper Meadow Dr.
Suite 600
Cincinnati, OH 45240
Ph: 513-742-2020
Fax: 513-742-3355
Internet: www.acgih.org
E-mail: pubs@acgih.org
AOK 5/01
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AMERICAN FOREST & PAPER ASSOCIATION (AF&PA)
American Wood Council

ATTN: Publications Dept.
1111 Nineteenth St. NW, Suite 800
Washington, DC 20036
Ph: 800-294-2372 202-463-2700
Fax: 202-463-2471
Internet: www.afandpa.org
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AMERICAN GAS ASSOCIATION (AGA)
400 N. Capitol St. N.W.Suite 450
Washington, D.C. 20001
Ph: 202-824-7000
Fax: 202-824-7115
Internet: www.aga.org
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AMERICAN GAS ASSOCIATION LABORATORIES (AGAL)
400 N. Capitol St. N.W.Suite 450
Washington, D.C. 20001
Ph: 202-824-7000
Fax: 202-824-7115
Internet: www.aga.org
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AMERICAN GEAR MANUFACTURERS ASSOCIATION (AGMA)
1500 King St., Suite 201
Alexandria, VA 22314-2730
Ph: 703-684-0211
Fax: 703-684-0242
Internet: www.agma.org
AOK 5/010
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AMERICAN INSTITUTE OF STEEL CONSTRUCTION (AISC)
One East Wacker Dr., Suite 3100
Chicago, IL 60601-2001
Ph: 312-670-2400
Publications: 800-644-2400
Fax: 312-670-5403
Internet: www.aisc.org
AOK 5/01
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AMERICAN INSTITUTE OF TIMBER CONSTRUCTION (AITC)
7012 So. Revere Parkway, Suite 140
Englewood, CO 80112
Ph: 303-792-9559
Fax: 303-792-0669
Internet: www.aitc-glulam.org
AOK 5/01
LOK 3/01

AMERICAN IRON AND STEEL INSTITUTE (AISI)
1101 17th St., NW Suite 1300
Washington, DC 20036
Ph: 202-452-7100

Internet: www.steel.org
AOK 5/01
LOK 3/01

AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI)
1819 L Street, NW, 6th Floor
Washington, DC 20036
Ph: 202-293-8020
Fax: 202-293-9287
Internet: www.ansi.org/

Acoustical Society of America
Standards and Publications Fulfillment Center
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Sewickley, PA 15143-9998
Ph: 412-741-1979
Fax: 412-741-0609
Internet: <http://asa.aip.org>
General e-mail: asa@aip.org
Publications 3 e-mail: asapubs@abdintl.com
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AMERICAN NURSERY AND LANDSCAPE ASSOCIATION (ANLA)
1250 I St., NW, Suite 500
Washington, DC 20005-3922
Ph: 202-789-2900
FAX: 202-789-1893
Internet: www.anla.org
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AMERICAN PETROLEUM INSTITUTE (API)
1220 L St., NW
Washington, DC 20005-4070
Ph: 202-682-8000
Fax: 202-682-8223
Internet: www.api.org
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AMERICAN PUBLIC HEALTH ASSOCIATION (APHA)
800 I Street, NW
Washington, DC 20001
PH: 202-777-2742
FAX: 202-777-2534
Internet: www.apha.org
AOK 6/01
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AMERICAN RAILWAY ENGINEERING & MAINTENANCE-OF-WAY ASSOCIATION
(AREMA)
8201 Corporate Dr., Suite 1125
Landover, MD 20785-2230
Ph: 301-459-3200
Fax: 301-459-8077
Internet: www.arema.org
AOK 5/01
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AMERICAN SOCIETY FOR NONDESTRUCTIVE TESTING (ASNT)
1711 Arlingate Lane
P.O. Box 28518
Columbus, OH 43228-0518
Ph: 800-222-2768
Fax: 614-274-6899
Internet: www.asnt.org
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AMERICAN SOCIETY FOR QUALITY (ASQ)
600 North Plankinton Avenue
Milwaukee, WI 53202-3005
Ph: 800-248-1946
Fax: 414-272-1734
Internet: www.asq.org
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AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)
100 Barr Harbor Drive
West Conshohocken, PA 19428-2959
Ph: 610-832-9585
Fax: 610-832-9555
Internet: www.astm.org
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AMERICAN SOCIETY OF CIVIL ENGINEERS (ASCE)
1801 Alexander Bell Drive
Reston, VA 20191-4400
Ph: 703-295-6300 - 800-548-2723
Fax: 703-295-6222
Internet: www.asce.org
e-mail: marketing@asce.org
AOK 5/01
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AMERICAN SOCIETY OF HEATING, REFRIGERATING AND AIR-CONDITIONING
ENGINEERS (ASHRAE)
1791 Tullie Circle, NE
Atlanta, GA 30329
Ph: 800-527-4723 or 404-636-8400
Fax: 404-321-5478
Internet: www.ashrae.org
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AMERICAN SOCIETY OF SANITARY ENGINEERING (ASSE)
901 Canterbury, Suite A
Westlake, OH 44145
Ph: 440-835-3040
Fax: 440-835-3488
E-mail: asse@ix.netcom.com
Internet: www.asse-plumbing.org
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AMERICAN WATER WORKS ASSOCIATION(AWWA)
6666 West Quincy
Denver, CO 80235
Ph: 800-926-7337 - 303-794-7711
Fax: 303-794-7310
Internet: www.awwa.org
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AMERICAN WELDING SOCIETY (AWS)
550 N.W. LeJeune Road
Miami, FL 33126
Ph: 800-443-9353 - 305-443-9353
Fax: 305-443-7559
Internet: www.amweld.org
AOK 5/01
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AMERICAN WOOD-PRESERVERS' ASSOCIATION (AWPA)
P.O. Box 5690
Grandbury, TX 76049-0690
Ph: 817-326-6300
Fax: 817-326-6306
Internet: www.awpa.com
AOK 5/01
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APA - THE ENGINEERED WOOD ASSOCIATION (APA)
P.O.Box 11700
Tacoma, WA 98411-0700
Ph: 253-565-6600
Fax: 253-565-7265
Internet: www.apawood.org
AOK 5/01
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ARCHITECTURAL & TRANSPORTATION BARRIERS COMPLIANCE BOARD (ATBCB)

The Access Board
1331 F Street, NW, Suite 1000
Washington, DC 20004-1111
PH: 202-272-5434
FAX: 202-272-5447
Internet: www.access-board.gov
AOK 6/01
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ARCHITECTURAL WOODWORK INSTITUTE (AWI)
1952 Isaac Newton Square West
Reston, VA 20190
Ph: 703-733-0600
Fax: 703-733-0584
Internet: www.awinet.org
AOK 5/01
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ASBESTOS CEMENT PIPE PRODUCERS ASSOCIATION (ACPPA)
PMB114-1745 Jefferson Davis Highway
Arlington, VA 22202

Ph: 703-412-1153
Fax: 703-412-1152
AOK 5/01
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ASME INTERNATIONAL (ASME)
Three Park Avenue
New York, NY 10016-5990
Ph: 212-591-7722
Fax: 212-591-7674
Internet: www.asme.org
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ASPHALT INSTITUTE (AI)
Research Park Dr.
P.O. Box 14052
Lexington, KY 40512-4052
Ph: 859-288-4960
Fax: 859-288-4999
Internet: www.asphaltinstitute.org
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ASSOCIATED AIR BALANCE COUNCIL (AABC)
1518 K St., NW, Suite 503
Washington, DC 20005
Ph: 202-737-0202
Fax: 202-638-4833
Internet: www.aabchq.com
E-mail: aabchq@aol.com
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ASSOCIATION FOR THE ADVANCEMENT OF MEDICAL INSTRUMENTATION (AAMI)
1110 N. Glebe Rd., Suite 220
Arlington, VA 22201-5762
Ph: 703-525-4890
Fax: 703-276-0793
Internet: www.aami.org
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ASSOCIATION OF EDISON ILLUMINATING COMPANIES (AEIC)
600 No. 18th St.
P.O. Box 2641
Birmingham, AL 35291
Ph: 205-257-2530
Fax: 205-257-2540
Internet: www.aeic.org
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ASSOCIATION OF HOME APPLIANCE MANUFACTURERS (AHAM)
1111 19th St. NW., Suite 402
Washington, DC 20036
Ph: 202-872-5955
Fax: 202-872-9354
Internet: www.aham.org

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ASSOCIATION OF IRON AND STEEL ENGINEERS (AISE)
Three Gateway Center, Suite 1900
Pittsburgh, PA 15222-1004
Ph: 412-281-6323
Fax: 412-281-4657
Internet: www.aise.org
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BIFMA INTERNATIONAL (BIFMA)
2680 Horizon Drive SE, Suite A-1
Grand Rapids, MI 49546-7500
Ph: 616-285-3963
Fax: 616-285-3765
Internet: www.bifma.com
E-mail: email@bifma.com
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Ph: 610-967-4135
Internet: www.biocycle.net
E-mail: jgpress@jgpress.com
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BRICK INDUSTRY ASSOCIATION (BIA)
11490 Commerce Park Dr., Suite 308
Reston, VA 22091-1525
Ph: 703-620-0010
Fax: 703-620-3928
Internet: www.brickinfo.org
AOK 5/01
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BRITISH STANDARDS INSTITUTE (BSI)
389 Chiswick High Road
London W4 4AL
United Kingdom
Phone: +44 (0)20 8996 9000
Fax: +44 (0)20 8996 7400
Email: Info@bsi-global.com
Website: www.bsi-global.com
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BUILDERS HARDWARE MANUFACTURERS ASSOCIATION (BHMA)
355 Lexington Ave.
17th floor
New York, NY 10017-6603
Ph: 212-297-2122
Fax: 212-370-9047

Internet: www.buildershardware.com
AOK 5/01
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BUILDING OFFICIALS & CODE ADMINISTRATORS INTERNATIONAL (BOCA)
4051 W. Flossmoor Rd.
Country Club Hills, IL 60478
Ph: 708-799-2300
Fax: 708-799-4981
Internet: www.bocai.org
AOK 5/01
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CALIFORNIA REDWOOD ASSOCIATION (CRA)
405 Enfrente Drive., Suite 200
Novato, CA 94949
Ph: 415-382-0662
Fax: 415-382-8531
Internet: www.calredwood.org
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CARPET AND RUG INSTITUTE (CRI)
310 Holiday Ave.
Dalton, GA 30720
P.O. Box 2048
Dalton, GA 30722-2048
Ph: 706-278-0232
Fax: 706-278-8835
Internet: www.carpet-rug.com
AOK 5/01
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CAST IRON SOIL PIPE INSTITUTE (CISPI)
5959 Shallowford Rd., Suite 419
Chattanooga, TN 37421
Ph: 423-892-0137
Fax: 423-892-0817
Internet: www.cispi.org
AOK 5/01
LOK 6/00

CEILINGS & INTERIOR SYSTEMS CONSTRUCTION ASSOCIATION (CISCA)
1500 Lincoln Highway, Suite 202
St. Charles, IL 60174
Ph: 630-584-1919
Fax: 630-584-2003
Internet: www.cisca.org
AOK 5/01
LOK 6/00

CENTERS FOR DISEASE CONTROL AND PREVENTION (CDC)

1600 Clifton Road
Atlanta, GA 30333
PH: 404-639-3534
FAX:
Internet: www.cdc.gov
AOK 6/01

LOK 0/00

CHEMICAL FABRICS & FILM ASSOCIATION (CFFA)

1300 Sumner Ave.
Cleveland OH 44115-2851
PH: 216-241-7333
FAX: 216-241-0105
www.chemicalfabricsandfilm.com/welcome.htm
AOK 6/01

CHLORINE INSTITUTE (CI)

2001 L St., NW Suite 506
Washington, DC 20036
Ph: 202-775-2790
Fax: 202-223-7225
Internet: www.cl2.com
AOK 5/01
LOK 6/00

COMPRESSED AIR AND GAS INSTITUTE (CAGI)

1300 Sumner Ave.
Cleveland OH 44115-2851
PH: 216-241-7333
FAX: 216-241-0105
www.cagi.org/welcome.htm
AOK 6/01

COMPRESSED GAS ASSOCIATION (CGA)

1725 Jefferson Davis Highway, Suite 1004
Arlington, VA 22202-4102
Ph: 703-412-0900
Fax: 703-412-0128
Internet: www.cganet.com
e-mail: Customer_Service@cganet.com
AOK 5/01
LOK 6/00

CONCRETE REINFORCING STEEL INSTITUTE (CRSI)

933 N. Plum Grove Rd.
Schaumburg, IL 60173-4758
Ph: 847-517-1200
Fax: 847-517-1206
Internet: www.crsi.org
AOK 5/01
LOK 6/00

CONSUMER PRODUCT SAFETY COMMISSION (CPSC)

4330 East-West Highway
Bethesda, Maryland 20814-4408
Ph: 301-504-0990
Fx: 301-504-0124 and 301-504-0025
Internet: www.cpsc.gov
AOK 5/01
LOK 6/00

CONVEYOR EQUIPMENT MANUFACTURERS ASSOCIATION (CEMA)

6724 Lone Oak Blvd.

Naples, Florida 34109
Ph: 941-514-3441
Fax: 941-514-3470
Internet: www.cemanet.org
AOK 5/01
LOK 6/00

COOLING TECHNOLOGY INSTITUTE (CTI)
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-- End of Section --

SECTION TABLE OF CONTENTS

DIVISION 01 - GENERAL REQUIREMENTS

SECTION 01451

CONTRACTOR QUALITY CONTROL

04/97

PART 1 GENERAL

- 1.1 REFERENCES
- 1.2 PAYMENT

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION

- 3.1 GENERAL REQUIREMENTS
- 3.2 QUALITY CONTROL PLAN
 - 3.2.1 Content of the CQC Plan
 - 3.2.2 Acceptance of Plan
 - 3.2.3 Notification of Changes
- 3.3 COORDINATION MEETING
- 3.4 QUALITY CONTROL ORGANIZATION
 - 3.4.1 Omitted
 - 3.4.2 Omitted
 - 3.4.3 Omitted
 - 3.4.4 Additional Requirement
 - 3.4.5 Organizational Changes
- 3.5 SUBMITTALS AND DELIVERABLES
- 3.6 CONTROL
 - 3.6.1 Preparatory Phase
 - 3.6.2 Initial Phase
 - 3.6.3 Follow-up Phase
 - 3.6.4 Additional Preparatory and Initial Phases
- 3.7 TESTS
 - 3.7.1 Testing Procedure
 - 3.7.2 Testing Laboratories
 - 3.7.2.1 Capability Check
 - 3.7.2.2 Capability Recheck
 - 3.7.3 Onsite Laboratory
 - 3.7.4 Furnishing or Transportation of Samples for Testing
- 3.8 COMPLETION INSPECTION
 - 3.8.1 Punch-Out Inspection
 - 3.8.2 Pre-Final Inspection
 - 3.8.3 Final Acceptance Inspection
- 3.9 DOCUMENTATION
- 3.10 SAMPLE FORMS
- 3.11 NOTIFICATION OF NONCOMPLIANCE

-- End of Section Table of Contents --

CEGS-01451/S (April 1997)

Includes changes through Notice 3 (May 2000)

SECTION 01451

CONTRACTOR QUALITY CONTROL
04/97

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM D 3740 (1999b) Minimum Requirements for Agencies Engaged in the Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction

ASTM E 329 (1998a) Agencies Engaged in the Testing and/or Inspection of Materials Used in Construction

1.2 PAYMENT

Separate payment will not be made for providing and maintaining an effective Quality Control program, and all costs associated therewith shall be included in the applicable unit prices or lump-sum prices contained in the Bidding Schedule.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION

3.1 GENERAL REQUIREMENTS

The Contractor is responsible for quality control and shall establish and maintain an effective quality control system in compliance with the Contract Clause titled "Inspection of Construction." The quality control system shall consist of plans, procedures, and organization necessary to produce an end product which complies with the contract requirements. The system shall cover all construction operations, both onsite and offsite, and shall be keyed to the proposed construction sequence. The site project superintendent will be held responsible for the quality of work on the job and is subject to removal by the Contracting Officer for non-compliance with the quality requirements specified in the contract. The site project superintendent in this context shall be the highest level manager responsible for the overall construction activities at the site, including quality and production. The site project superintendent shall maintain a physical presence at the site at all times, except as otherwise acceptable to the Contracting Officer, and shall be responsible for all construction

and construction related activities at the site.

3.2 QUALITY CONTROL PLAN

The Contractor shall furnish for review by the Government, not later than 5 days after receipt of notice to proceed, the Contractor Quality Control (CQC) Plan proposed to implement the requirements of the Contract Clause titled "Inspection of Construction." The plan shall identify personnel, procedures, control, instructions, tests, records, and forms to be used. The Government will consider an interim plan for the first 30 days of operation. Construction will be permitted to begin only after acceptance of the CQC Plan or acceptance of an interim plan applicable to the particular feature of work to be started. Work outside of the features of work included in an accepted interim plan will not be permitted to begin until acceptance of a CQC Plan or another interim plan containing the additional features of work to be started.

3.2.1 Content of the CQC Plan

The CQC Plan shall include, as a minimum, the following to cover all construction operations, both onsite and offsite, including work by subcontractors, fabricators, suppliers, and purchasing agents:

- a. A description of the quality control organization, including a chart showing lines of authority and acknowledgment that the CQC staff shall implement the three phase control system for all aspects of the work specified. The staff shall include a CQC System Manager who shall report to the project superintendent.
- b. The name, qualifications (in resume format), duties, responsibilities, and authorities of each person assigned a CQC function.
- c. A copy of the letter to the CQC System Manager signed by an authorized official of the firm which describes the responsibilities and delegates sufficient authorities to adequately perform the functions of the CQC System Manager, including authority to stop work which is not in compliance with the contract. The CQC System Manager shall issue letters of direction to all other various quality control representatives outlining duties, authorities, and responsibilities. Copies of these letters shall also be furnished to the Government.
- d. Procedures for scheduling, reviewing, certifying, and managing submittals, including those of subcontractors, offsite fabricators, suppliers, and purchasing agents. These procedures shall be in accordance with Section 01330 SUBMITTAL PROCEDURES.
- e. Control, verification, and acceptance testing procedures for each specific test to include the test name, specification paragraph requiring test, feature of work to be tested, test frequency, and person responsible for each test. (Laboratory facilities will be approved by the Contracting Officer.)
- f. Procedures for tracking preparatory, initial, and follow-up control phases and control, verification, and acceptance tests including documentation.
- g. Procedures for tracking construction deficiencies from

identification through acceptable corrective action. These procedures shall establish verification that identified deficiencies have been corrected.

- h. Reporting procedures, including proposed reporting formats.
- i. A list of the definable features of work. A definable feature of work is a task which is separate and distinct from other tasks, has separate control requirements, and may be identified by different trades or disciplines, or it may be work by the same trade in a different environment. Although each section of the specifications may generally be considered as a definable feature of work, there are frequently more than one definable features under a particular section. This list will be agreed upon during the coordination meeting.

3.2.2 Acceptance of Plan

Acceptance of the Contractor's plan is required prior to the start of construction. Acceptance is conditional and will be predicated on satisfactory performance during the construction. The Government reserves the right to require the Contractor to make changes in his CQC Plan and operations including removal of personnel, as necessary, to obtain the quality specified.

3.2.3 Notification of Changes

After acceptance of the CQC Plan, the Contractor shall notify the Contracting Officer in writing of any proposed change. Proposed changes are subject to acceptance by the Contracting Officer.

3.3 COORDINATION MEETING

After the Preconstruction Conference, before start of construction, and prior to acceptance by the Government of the CQC Plan, the Contractor shall meet with the Contracting Officer or Authorized Representative and discuss the Contractor's quality control system. The CQC Plan shall be submitted for review a minimum of 7 calendar days prior to the Coordination Meeting. During the meeting, a mutual understanding of the system details shall be developed, including the forms for recording the CQC operations, control activities, testing, administration of the system for both onsite and offsite work, and the interrelationship of Contractor's Management and control with the Government's Quality Assurance. Minutes of the meeting shall be prepared by the Government and signed by both the Contractor and the Contracting Officer. The minutes shall become a part of the contract file. There may be occasions when subsequent conferences will be called by either party to reconfirm mutual understandings and/or address deficiencies in the CQC system or procedures which may require corrective action by the Contractor.

3.4 QUALITY CONTROL ORGANIZATION

- 3.4.1 Omitted
- 3.4.2 Omitted
- 3.4.3 Omitted

3.4.4 Additional Requirement

In addition to the above experience and education requirements the CQC

System Manager shall have completed the course entitled "Construction Quality Management For Contractors". This course is offered on a quarterly basis within the Savannah District boundaries. CQC System Managers who have not successfully completed this course must attend the next available training session. Failure to successfully complete this training within the next available training date will be grounds for removal as CQC System Manager. There is currently a nominal fee to cover the cost of the training materials for Contractors who have current contracts with the Savannah District.

3.4.5 Organizational Changes

The Contractor shall maintain the CQC staff at full strength at all times. When it is necessary to make changes to the CQC staff, the Contractor shall revise the CQC Plan to reflect the changes and submit the changes to the Contracting Officer for acceptance.

3.5 SUBMITTALS AND DELIVERABLES

Submittals, if needed, shall be made as specified in Section 01330 SUBMITTAL PROCEDURES. The CQC organization shall be responsible for certifying that all submittals and deliverables are in compliance with the contract requirements.

3.6 CONTROL

Contractor Quality Control is the means by which the Contractor ensures that the construction, to include that of subcontractors and suppliers, complies with the requirements of the contract. At least three phases of control shall be conducted by the CQC System Manager for each definable feature of work as follows:

3.6.1 Preparatory Phase

This phase shall be performed prior to beginning work on each definable feature of work, after all required plans/documents/materials are approved/accepted, and after copies are at the work site. This phase shall include:

- a. A review of each paragraph of applicable specifications, reference codes, and standards. A copy of those sections of referenced codes and standards applicable to that portion of the work to be accomplished in the field shall be made available by the Contractor at the preparatory inspection. These copies shall be maintained in the field and available for use by Government personnel until final acceptance of the work.
- b. A review of the contract drawings.
- c. A check to assure that all materials and/or equipment have been tested, submitted, and approved.
- d. Review of provisions that have been made to provide required control inspection and testing.
- e. Examination of the work area to assure that all required preliminary work has been completed and is in compliance with the contract.

- f. A physical examination of required materials, equipment, and sample work to assure that they are on hand, conform to approved shop drawings or submitted data, and are properly stored.
- g. A review of the appropriate activity hazard analysis to assure safety requirements are met.
- h. Discussion of procedures for controlling quality of the work including repetitive deficiencies. Document construction tolerances and workmanship standards for that feature of work.
- i. A check to ensure that the portion of the plan for the work to be performed has been accepted by the Contracting Officer.
- j. Discussion of the initial control phase.
- k. The Government shall be notified at least 48 hours in advance of beginning the preparatory control phase. This phase shall include a meeting conducted by the CQC System Manager and attended by the superintendent, other CQC personnel (as applicable), and the foreman responsible for the definable feature. The results of the preparatory phase actions shall be documented by separate minutes prepared by the CQC System Manager and attached to the daily CQC report. The Contractor shall instruct applicable workers as to the acceptable level of workmanship required in order to meet contract specifications.

3.6.2 Initial Phase

This phase shall be accomplished at the beginning of a definable feature of work. The following shall be accomplished:

- a. A check of work to ensure that it is in full compliance with contract requirements. Review minutes of the preparatory meeting.
- b. Verify adequacy of controls to ensure full contract compliance. Verify required control inspection and testing.
- c. Establish level of workmanship and verify that it meets minimum acceptable workmanship standards. Compare with required sample panels as appropriate.
- d. Resolve all differences.
- e. Check safety to include compliance with and upgrading of the safety plan and activity hazard analysis. Review the activity analysis with each worker.
- f. The Government shall be notified at least 24 hours in advance of beginning the initial phase. Separate minutes of this phase shall be prepared by the CQC System Manager and attached to the daily CQC report. Exact location of initial phase shall be indicated for future reference and comparison with follow-up phases.
- g. The initial phase should be repeated for each new crew to work onsite, or any time acceptable specified quality standards are not being met.

3.6.3 Follow-up Phase

Daily checks shall be performed to assure control activities, including control testing, are providing continued compliance with contract requirements, until completion of the particular feature of work. The checks shall be made a matter of record in the CQC documentation. Final follow-up checks shall be conducted and all deficiencies corrected prior to the start of additional features of work which may be affected by the deficient work. The Contractor shall not build upon nor conceal non-conforming work.

3.6.4 Additional Preparatory and Initial Phases

Additional preparatory and initial phases shall be conducted on the same definable features of work if: the quality of on-going work is unacceptable; if there are changes in the applicable CQC staff, onsite production supervision or work crew; if work on a definable feature is resumed after a substantial period of inactivity; or if other problems develop.

3.7 TESTS

3.7.1 Testing Procedure

The Contractor shall perform specified or required tests to verify that control measures are adequate to provide a product which conforms to contract requirements. Upon request, the Contractor shall furnish to the Government duplicate samples of test specimens for possible testing by the Government. Testing includes operation and/or acceptance tests when specified. The Contractor shall procure the services of a Corps of Engineers approved testing laboratory or establish an approved testing laboratory at the project site. The Contractor shall perform the following activities and record and provide the following data:

- a. Verify that testing procedures comply with contract requirements.
- b. Verify that facilities and testing equipment are available and comply with testing standards.
- c. Check test instrument calibration data against certified standards.
- d. Verify that recording forms and test identification control number system, including all of the test documentation requirements, have been prepared.
- e. Results of all tests taken, both passing and failing tests, shall be recorded on the CQC report for the date taken. Specification paragraph reference, location where tests were taken, and the sequential control number identifying the test shall be given. If approved by the Contracting Officer, actual test reports may be submitted later with a reference to the test number and date taken. An information copy of tests performed by an offsite or commercial test facility shall be provided directly to the Contracting Officer. Failure to submit timely test reports as stated may result in nonpayment for related work performed and disapproval of the test facility for this contract.

3.7.2 Testing Laboratories

3.7.2.1 Capability Check

The Government reserves the right to check laboratory equipment in the proposed laboratory for compliance with the standards set forth in the contract specifications and to check the laboratory technician's testing procedures and techniques. Laboratories utilized for testing soils, concrete, asphalt, and steel shall meet criteria detailed in ASTM D 3740 and ASTM E 329.

3.7.2.2 Capability Recheck

If the selected laboratory fails the capability check, the Contractor will be assessed a charge to reimburse the Government for each succeeding recheck of the laboratory or the checking of a subsequently selected laboratory. Such costs will be deducted from the contract amount due the Contractor.

3.7.3 Onsite Laboratory

The Government reserves the right to utilize the Contractor's control testing laboratory and equipment to make assurance tests, and to check the Contractor's testing procedures, techniques, and test results at no additional cost to the Government.

3.7.4 Furnishing or Transportation of Samples for Testing

Costs incidental to the transportation of samples or materials shall be borne by the Contractor. Samples of materials for test verification and acceptance testing by the Government shall be delivered to the following address:

US Army Engineer District, Savannah
Environmental & Materials Unit
200 North Cobb Parkway
Building 400, Suite 404
Marietta, GA 30062

Coordination for each specific test will be made through the Area Office.

3.8 COMPLETION INSPECTION

3.8.1 Punch-Out Inspection

Near the end of the work, or any increment of the work established by a time stated in the Special Clause, "Commencement, Prosecution, and Completion of Work", or by the specifications, the CQC Manager shall conduct an inspection of the work. A punch list of items which do not conform to the approved drawings and specifications shall be prepared and included in the CQC documentation, as required by paragraph DOCUMENTATION. The list of deficiencies shall include the estimated date by which the deficiencies will be corrected. The CQC System Manager or staff shall make a second inspection to ascertain that all deficiencies have been corrected. Once this is accomplished, the Contractor shall notify the Government that the facility is ready for the Government Pre-Final inspection.

3.8.2 Pre-Final Inspection

The Government will perform the pre-final inspection to verify that the facility is complete and ready to be occupied. A Government Pre-Final Punch List may be developed as a result of this inspection. The

Contractor's CQC System Manager shall ensure that all items on this list have been corrected before notifying the Government, so that a Final inspection with the customer can be scheduled. Any items noted on the Pre-Final inspection shall be corrected in a timely manner. These inspections and any deficiency corrections required by this paragraph shall be accomplished within the time slated for completion of the entire work or any particular increment of the work if the project is divided into increments by separate completion dates.

3.8.3 Final Acceptance Inspection

The Contractor's Quality Control Inspection personnel, plus the superintendent or other primary management person, and the Contracting Officer's Representative shall be in attendance at the final acceptance inspection. Additional Government personnel including, but not limited to, those from Base/Post Civil Facility Engineer user groups, and major commands may also be in attendance. The final acceptance inspection will be formally scheduled by the Contracting Officer based upon results of the Pre-Final inspection. Notice shall be given to the Contracting Officer at least 14 days prior to the final acceptance inspection and shall include the Contractor's assurance that all specific items previously identified to the Contractor as being unacceptable, along with all remaining work performed under the contract, will be complete and acceptable by the date scheduled for the final acceptance inspection. Failure of the Contractor to have all contract work acceptably complete for this inspection will be cause for the Contracting Officer to bill the Contractor for the Government's additional inspection cost in accordance with the contract clause titled "Inspection of Construction".

3.9 DOCUMENTATION

The Contractor shall maintain current records providing factual evidence that required quality control activities and/or tests have been performed. These records shall include the work of subcontractors and suppliers and shall be on an acceptable form that includes, as a minimum, the following information:

- a. Contractor/subcontractor and their area of responsibility.
- b. Operating plant/equipment with hours worked, idle, or down for repair.
- c. Work performed each day, giving location, description, and by whom. When Network Analysis (NAS) is used, identify each phase of work performed each day by NAS activity number.
- d. Test and/or control activities performed with results and references to specifications/drawings requirements. The control phase shall be identified (Preparatory, Initial, Follow-up). List of deficiencies noted, along with corrective action.
- e. Quantity of materials received at the site with statement as to acceptability, storage, and reference to specifications/drawings requirements.
- f. Submittals and deliverables reviewed, with contract reference, by whom, and action taken.
- g. Offsite surveillance activities, including actions taken.

- h. Job safety evaluations stating what was checked, results, and instructions or corrective actions.
- i. Instructions given/received and conflicts in plans and/or specifications.
- j. Contractor's verification statement.

These records shall indicate a description of trades working on the project; the number of personnel working; weather conditions encountered; and any delays encountered. These records shall cover both conforming and deficient features and shall include a statement that equipment and materials incorporated in the work and workmanship comply with the contract. The original and one copy of these records in report form shall be furnished to the Government daily within 24 hours after the date covered by the report, except that reports need not be submitted for days on which no work is performed. As a minimum, one report shall be prepared and submitted for every 7 days of no work and on the last day of a no work period. All calendar days shall be accounted for throughout the life of the contract. The first report following a day of no work shall be for that day only. Reports shall be signed and dated by the CQC System Manager. The report from the CQC System Manager shall include copies of test reports and copies of reports prepared by all subordinate quality control personnel.

3.10 SAMPLE FORMS

Sample forms are included in Attachment 1 to Section 00800.

3.11 NOTIFICATION OF NONCOMPLIANCE

The Contracting Officer will notify the Contractor of any detected noncompliance with the foregoing requirements. The Contractor shall take immediate corrective action after receipt of such notice. Such notice, when delivered to the Contractor at the work site, shall be deemed sufficient for the purpose of notification. If the Contractor fails or refuses to comply promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to such stop orders shall be made the subject of claim for extension of time or for excess costs or damages by the Contractor.

-- End of Section --

SECTION 01501

SPECIAL CONTRACT REQUIREMENTS

PART 1 GENERAL

1.1 HAUL ROUTES

The Contractor will be required to use the haul routes shown on the plans unless otherwise permitted in writing by the Contracting Officer. When haul routes are not designated on the plans, the Contractor must obtain approval of the Contracting Officer of haul routes he intends to use. The Contractor shall maintain the haul routes and shall keep the dust problem under control by wetting the surface as needed. Sweeping and cleaning of pavements will be done as necessary to remove spillage resulting from the hauling operations. After all hauling has been completed, the Contractor shall restore the earth areas used for the haul routes to original condition by final grading, shaping, compacting, and grassing, and shall clean and sweep all paved areas as required. Any pavement damaged as a result of hauling operations under this contract for both the earth and other materials shall be promptly repaired by the Contractor, as approved by the Contracting Officer. The cost of maintenance and repair of the haul routes, as mentioned above, shall be considered as a subsidiary obligation of the Contractor. The axle load of earth hauling equipment operating on paved streets shall not exceed 12,000 pounds.

1.2 OMITTED

1.3 PARTNERING

Following contract award, the Government intends to propose a voluntary partnering relationship with the Contractor. This partnering relationship will attempt to draw on strengths of each organization to facilitate communications and minimize delays to achieve a quality product, within budget, and on schedule. Participation in such partnering activities may include attendance at coordination meetings and cooperation in other efforts to promote the partnering relationship. The Government and the Contractor will each bear their own costs for participation in the partnering relationship, with no change in the contract price. Participation will not result in any change in the terms or price of the contract.

1.4 INSTALLATION REGULATIONS

The employees of the Contractor will be required to abide by all installation regulations as published by the Commanding Officer. A copy of these regulations can be obtained from the Area/Resident Engineer at the installation. All costs in connection therewith shall be included in the contract price for the work.

1.5 ERECTION OF SIGNS

1.5.1 Army Project Sign

The Contractor shall furnish and install a project sign (when required by each task order) at the location selected by the Contracting Officer. The project sign shall be painted on 1/2 inch thick exterior grade plywood. The sign layout shall be in accordance with the graphic format shown in Attachment 1 to Section 00800. The 4-foot by 4-foot right-hand section shall be painted white (Color No. 37875, Fed. Std. 595a) with black (Color No. 37038, Fed. Std. 595a) lettering. The 2-foot by 4-foot left-hand section shall be painted red (Color No. 12199, Fed. Std. 595a) with white lettering.

1.5.2 Fort Bragg Project Sign

The Contractor shall furnish and install a project sign (when required by each task order) at the location selected by the Contracting Officer. The project sign shall be painted on 1/2 inch thick exterior grade plywood. The sign layout shall be in accordance with the graphic format shown in Attachment 1 to Section 00800.

1.5.3 Air Force Project Sign

The Contractor shall furnish and erect a project sign in the location as selected by the Contracting Officer. Details of construction shall be as shown on sketches included in Attachment 1 to Section 00800. The sign shall be constructed of 1/2 inch thick (or metric equivalent), grade A-C, exterior type plywood. The sign shall receive one coat primer paint followed by two coats brown color paint in accordance with Fed. Std. 595a, Color No. 20100 semigloss exterior type enamel. Lettering must be white gloss exterior type enamel (Fed. Std. 595a, Color No. 37875). Windows and door of the Castle and logo background shall be painted white (Fed. Std. 595a, Color No. 37875). The Castle and inner border line shall be brown (Fed. Std. 595a, Color No. 20100). Upon completion of work under this contract, the project sign shall be removed from the job site and shall remain the property of the Contractor.

The Engineering and Services Directorate emblem (AFVA 85-3) may be acquired by sending a letter; a completed DD Form 1149, Requisition and Invoice/Shipping Document; or a DA Form 17, Requisition for Publications (Army customers) to:

The Air Force Publishing Distribution Center
2800 Eastern Boulevard
Baltimore, MD 21220-2898

1.6 OMITTED

1.7 ENVIRONMENTAL EVALUATION FOR SITE CONTAMINATION

1.7.1 Omitted

1.7.2 Contractual Responsibilities of All Parties in the Event of Encounter with Contamination

If the Contractor encounters materials or conditions which indicate that there may be contamination on the site, the Contractor shall stop all work on the job site and report the discovery of the contaminants to the Contracting Officer's Representative (COR). The COR, will issue a written order to the Contractor to resume work or to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the convenience of the Government as provided in FAR 52.212-12 - SUSPENSION OF WORK. The Government will be responsible for making an assessment of the contaminated site if this course of action is determined to be appropriate. After the assessment has been completed, the Government reserves the right to the following courses of action:

- a. Direct the Contractor to resume work.
- b. Clean up the contaminated site prior to directing the Contractor to resume work. The COR will determine whether the cleanup is to be accomplished by others or the Contractor.
- c. Relocate the project site.
- d. Terminate the contract for the convenience of the Government as provided in FAR 52.249-1 - TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SHORT FORM) or FAR 52.249-2 - TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) - ALTERNATE I as applicable.

1.8 OMITTED

1.9 CONSTRUCTION SCHEDULE RESTRAINTS

1.9.1 Occupancy

The state of occupancy of each work site will be determined with each task order. It is the intent of these provisions to provide for maximum coordination between construction activities pursuant to this contract and concurrent ongoing routine activities of base personnel. Interference with and inconvenience to the occupants or routine of the facility shall be held to an absolute minimum.

1.9.2 Protection

Contractor is responsible to provide such covering, shields and barricades as are required to protect building occupants, equipment, stores, supplies, etc., from dust, debris, weather intrusion, water, moisture or other cause of damage resulting from construction.

1.9.3 Phasing and Sequence

1.9.3.1 General

In addition to the submittals required by clause SCHEDULES FOR CONSTRUCTION CONTRACTS (see SECTION 00700, FAR 52.236-15) the Contractor shall submit for approval a summary work schedule setting forth schedule dates for initiation and completion of construction in each work area. No work shall be performed prior to approval of this schedule and all work shall be performed in strict adherence thereto. If departures from this schedule appear to be required or desired, the Contracting Officer shall be promptly notified and his approval will be required prior to implementation of said departure(s).

1.9.3.2 Special Work Restraints

To be determined with each task order.

1.9.4 Time of Performance

1.9.4.1 All work requiring access to building interiors excluding attics, crawl spaces, etc., and all other work shall be performed between 7:30 a.m. and 4 p.m. (normal working hours for base where project is located) excluding official holidays, unless otherwise indicated or approved by the Contracting Officer. Requests to work during other than these normal hours shall be made in writing at least 36 hours in advance. For example, a request to work on a Saturday shall be submitted no later than Thursday at noon.

1.9.4.2 Work requiring outages of utilities or building systems will be accomplished in accordance with prior approved schedule(s).

1.9.5 Outages

Contractor's work requiring outages of utility systems or building systems will require 2 weeks' advance notice and will be subject to the approval of the Contracting Officer. Contractor will be held responsible for unauthorized utility disruptions that cause damage or loss to the Government's real property, equipment, or operations. The Contractor will be held responsible for utility disruptions that extend beyond this period.

Limits of Duration:

Water	-----	4 hours
Sewer	-----	4 hours
Electricity	-----	4 hours
Natural Gas:	Seasons to be determined by installation	
	During heating season --	3 hours

During cooling season -- 6 hours
LP Gas: Seasons to be determined by installation
During heating season -- 3 hours
During cooling season -- 6 hours
#2 Fuel Oil: Seasons to be determined by installation
During heating season -- 3 hours
During cooling season -- 6 hours
High Temperature Water (HTW): Seasons to be determined by installation
During heating season -- 3 hours
During cooling season -- 6 hours
Steam: Seasons to be determined by installation
During heating season -- 3 hours
During cooling season -- 6 hours
Chilled Water: Seasons to be determined by installation
During heating season -- 3 hours
During cooling season -- 6 hours

*The cooling season is 1 May through 1 October. The heating season is 1 October through 1 May.

(2) The Contractor shall provide temporary utilities systems for any utility outage longer than the limits of duration shown above.

1.9.6 Continuity

All tools, labor and materials required to complete any item of work within a given work area or requiring an outage of any building utility or system, shall be available at the site prior to commencement thereof. Once work has commenced on an item of work, said work shall be continuously and diligently performed to completion and acceptance.

1.9.7 Excavation Permits

An excavation permit shall be presented to the Resident Engineer and approved by the Facilities Engineer 7 working days prior to any excavation that penetrates the ground by 6 or more inches. The Contractor shall contact the Resident Engineer's Office for an appointment for spotting of utility lines. A signed copy of the digging permit shall be kept on site at all times.

1.9.8 Road and/or Railroad Closures

Road and/or railroad closures will require 2 weeks' advance written notice and be subject to the Contracting Officer's approval. Notice shall state reason for closure, date and time closure will commence and estimated duration of closure. A sketch shall be provided showing location of excavated area and placement of barricades and signs. Closures shall be limited to a maximum of 5 calendar days.

1.9.9 Construction Debris

Construction debris (stumps, limbs, leaves, concrete, masonry, brick, uncontaminated earth, steel, and glass) will be disposed of in the disposal area located in an approved off-base landfill at the Contractor's expense. Combustible material shall be disposed of in a sanitary fill area located off the site at the Contractor's expense.

1.9.9.1 Trash Containers

All trash containers on the job site must be covered at all times to ensure that trash does not blow around. In addition, all light/loose material will be secured such that it will not blow around during windy weather.

1.9.9.2 Construction Debris Leaving Site

All construction debris/trash that leaves the project site will be covered from the time that it leaves the construction site. Any mud or soil which leaves the project site will be cleaned up by the Contractor immediately upon discovery or notification of such an occurrence.

1.9.10 Contractor will be required to maintain existing landforms, drainage patterns, and healthy, mature vegetation to the maximum extent possible and will replace damaged vegetation, sod, and ground cover.

1.9.11 Any suitable topsoil stripped from the site during the course of work will be stockpiled onsite for reuse. Any excess topsoil remaining upon completion of project will be stockpiled in the DPW compound.

1.9.12 Any unforeseen site conditions, unmapped utility systems, or historical/archeological items encountered during site surveys, soil borings, or construction excavation will be reported to the Contracting Officer.

1.9.13 The Contractor shall be held responsible for the replacement of any utility systems, facilities, or Government equipment damaged during the course of the contract.

1.9.14 The Contractor will mow the grass on the construction site weekly or when the following conditions warrant: centipede grass will be maintained to a maximum height of 2 inches and a minimum height of 1 inch; all other grasses will be mowed to keep the height of the grass to a maximum of 4 inches and a minimum of 2 inches.

1.9.15 MOTSU Regulation 715-5

In performing the contract work on the Military Ocean Terminal at Sunny Point, the Contractor shall comply with all pertinent provisions of MOTSU Regulation 715-5 (Appendix A at the end of this section) and the following additional provisions.

(a) No cameras are permitted in restricted areas without permission of the Chief, Safety and Security Division, MOTSU. Further, the individual must be accompanied by a terminal employee.

(b) No firearms are permitted in restricted areas without permission of the Chief, Safety and Security Division, MOTSU.

(c) All sanitary services must be provided by the Contractor. Use of Government sanitary facilities will not be allowed. (d) No disposal site exists on Sunny Point. All trash/rubbish must be removed from the terminal at the Contractor's expense.

(e) Space for Contractor personnel parking and materials storage must be confined to the job site proper. Further the utilization of the job site for this purpose cannot interfere with the operations of existing facilities in the area.

(f) At no time will construction be allowed which effects the integrity of MOTSU's perimeter fence without the approval of the Chief, Facilities Engineer Division, MOTSU.

(g) MOTSU's main entrance and perimeter road will remain clear and free of congestion at all times.

1.9.16 Standby Time

(a) The work to be performed is to be accomplished at facilities which will be in operation at various times during the course of this construction. The Contractor will not be permitted access to an active wharf until operations have ceased. The Contractor will be given notice of an impending operation and shall schedule his work such that he can suspend work and vacate a wharf

scheduled for activity and move to an inactive wharf without rendering the vacated wharf totally inoperable. A delay day will be awarded if the Contractor cannot immediately begin work on alternate wharf. The following utilities are necessary for terminal operations and shall be in service whenever the Contractor is required to vacate a wharf: Power to one of the two smoke houses and on the first floor of the service building, fire pumps or fire protection cranes (south wharf), lift station pump(s) and potable water service to the operable buildings outlined above. The South Wharf is the most active wharf with approximately 15 days of operation per month followed by the center wharf with approximately 5 nonconsecutive days per month and the north wharf with approximately 3 nonconsecutive days per month.

(b) The Commanding Officer of Military Ocean Terminal, Sunny Point, or other duly authorized representative of the Government and/or its assignees, reserves the right to exclude all persons from said land during the loading or unloading of ammunition and explosive and/or anytime the Government perceives a danger to contractor personnel. This provision is invoked in order that MOTSU may comply with DOD 6055.9 STD Ammunition and Explosive Safety Standards.

(c) Contractors will be required to suspend all work on the south, north or center wharf when so directed by the Contracting Officer for time period as required for MOTSU personnel to load and unload ammunition and explosives. During an average month it is anticipated that Contractor will be required to suspend all operations as follows:

South wharf -----	15 days per month
Center wharf -----	5 days per month
North wharf -----	3 days per month

(d) The Contractor shall be compensated for delays associated with the restrictions as stated above, at the south, center and north wharfs in excess of the average of 15, 5, and 3 days per month, respectively. The Contractor shall note that no compensation will be given for delays associated with the restrictions as stated above which are less than or equal to the anticipated averages per month for suspension of work. Any delay time in excess of the average delays discussed above which is associated with the restrictions mentioned above is defined as Contractor's stand by time. The number of actual suspension days shall be calculated chronologically from the first to the last day of the month. Once the number of actual suspension days anticipated in subparagraph 1.9.7(c) above have been incurred, the Contracting Officer will examine any subsequently occurring suspension to determine whether the Contractor is entitled to a time extension. These subsequently occurring suspension days must prevent scheduled work for 50% or more of the Contractor's work day and delay work critical to the timely completion of the project. For each day of stand by time, Contractor will be compensated at the rate [____].

1.9.17 Terminal Activities

The terminal activities will be in continuous operation while work is in progress. The work shall be accomplished in such a way as to minimize interference with the terminal operation.

1.10 UNAUTHORIZED INSTRUCTIONS FROM GOVERNMENT PERSONNEL

1.10.1 The Contractor will not accept any instructions issued by any person employed by the U. S. Government or otherwise, other than the Contracting Officer or the Contracting Officer's representatives (the Administrative Contracting Officer (ACO) and the Contracting Officer's Representative (COR)) acting within the limits of their authority. The ACO and COR, and the scope of their authority, will be designated in writing and identified to the Contractor.

1.10.2 Only information contained in an authorized amendment or modification to the contract, or a task order duly issued by the Contracting Officer, may be considered by the Contractor as grounds for deviation from any stipulation of the contract, any modification, referenced drawings, and/or specifications. No information received from any person employed by the Government, other than the Contracting Officer, shall be considered as grounds for deviations from the specified stipulations.

1.11 CLASSIFICATION OF WORK PERFORMED BY CONTRACTOR

Unless he has submitted such description with his offer, the successful offeror must furnish the Contracting Officer's Representative, within 20 days after award, a description of the work which he intends to perform with his own organization (e.g., earthwork, paving, brickwork, or roofing).

1.12 SAFETY AND HEALTH

1.12.1 This section is applicable to all work covered by this contract.

1.12.2 The publications listed in Section 01080 are applicable to and form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

1.12.3 Definition of Hazardous Materials: Refer to hazardous and toxic materials/substances included in Subparts H and Z of 29 CFR 1910, and to others as additionally defined in Fed. Std. 313. Those most commonly encountered include asbestos, polychlorinated biphenyls (PCBs), explosives, radioactive material, lead, and lead based paint, but may include others.

1.12.4 Asbestos

1.12.4.1 Asbestos containing material (ACM) demolition may be required under this contract.

1.12.4.2 THE CONTRACTOR IS WARNED THAT EXPOSURE TO AIRBORNE ASBESTOS HAS BEEN ASSOCIATED WITH FOUR DISEASES: LUNG CANCER, CERTAIN GASTROINTESTINAL CANCERS, PLEURAL OR PERITONEAL MESOTHELIOMA AND ASBESTOSIS. Studies indicate there are significantly increased health dangers to persons exposed to asbestos who smoke, and further, to family members and other persons who become indirectly exposed as a result of the exposed worker bringing asbestos-laden work clothing home to be laundered.

1.12.4.3 The Contractor is advised that friable and/or nonfriable asbestos-containing material may be encountered in area(s) where contract work is to be performed. Friable asbestos-containing material means any material that contains more than one percent asbestos by weight that hand pressure can crumble, pulverize or reduce to powder when dry. Nonfriable asbestos-containing materials are materials in which asbestos fibers are bound by a matrix material, saturant, impregnant or coating. However, excessive fiber concentrations may be produced during uncontrolled abrading, sanding, drilling, cutting, machining, removal, demolition or other similar activities.

1.12.4.4 Care must be taken to avoid releasing, or causing to be released, asbestos fibers into the atmosphere where they may be inhaled or ingested. The Occupational Safety and Health Administration (OSHA) has set standards at 29 CFR 1910.1002 and 29 CFR 1926.58 for exposure to airborne concentrations of asbestos fibers, methods of compliance, medical surveillance, housekeeping procedures and other measures that must be taken when working with or around asbestos-containing materials. The Environmental Protection Agency (EPA) has established standards at 49 CFR 61.140-156 for the control of asbestos emissions to the environment and the handling and disposal of asbestos wastes.

1.12.4.5 Use of friable asbestos-containing materials is not permitted by current criteria and shall not be used in new construction or modification projects (ETL 1110-1-118, 27 May 1983). Plans and specifications for all new

construction and modification projects will be reviewed to insure the use of friable asbestos-containing materials is not specified.

1.12.4.6 Maintenance, modification, or demolition activities where exposure to asbestos dust may occur from previously installed friable or nonfriable asbestos-containing material will be identified. All precautions, to include proper work practices, medical surveillance, respiratory protection, industrial hygiene, and environmental protection requirements of OSHA, EPA (40 CFR 61.140-156) and DA Circular 40-83-4, as applicable, shall be strictly adhered to.

1.12.5 Lead-Based Paint: The Contractor shall report any findings of suspected lead or lead-based paint to the Contracting Officer's Representative. Any remediation of this type will be conducted under separate contract.

1.13 INSTALLATION DESIGN GUIDE

The appropriate installation design guide for each task order provides guidance which, when applied to the planning, programming, design, and execution of individual projects, will result in improving and maintaining the quality of the visual environment.

1.14 NOISE CONTROL

The Contractor shall comply with all applicable Federal, State, local, and installation laws, ordinances, and regulations relative to noise control.

1.15 ADP SUPPORT REQUIREMENTS

1.15.1 The Contractor is responsible for obtaining, maintaining, and operating an operational computer system which is compatible with the Government computer systems and networks.

1.15.2 The Contractor is responsible, at his own expense, for obtaining his own automation system. Ownership of this system will remain with the Contractor.

1.16 GOVERNMENT-FURNISHED SITE

1.16.1 The Contractor will be provided the use of a parcel of as designated by the Contracting Officer or his designated representative.

1.16.2 The Contractor shall be required to provide trailers and storage rooms to house staff personnel and equipment used in performance of this contract, and to connect to existing utility lines.

1.17 GOVERNMENT-FURNISHED EQUIPMENT/MATERIALS

1.17.1 If Government property is furnished as part of a task order, it will be identified on individual task orders. The Government property will be received, loaded and transported from the storage site by the Contractor. The Contractor shall be required to establish a hand receipt with the appropriate Property Officer to receive the supplies as directed by the Contracting Officer.

1.17.2 The Contractor assumes the risk and responsibility for loss or damage to Government-furnished property as defined in FAR 52.245-2(g).

1.17.3 The Contractor shall follow the instructions of the Contracting Officer or his designated representative regarding the disposition of all Government-furnished property not consumed in performance of a task order.

1.18 SALVAGEABLE AND REPAIRABLE MATERIALS

1.18.1 Material classified by the Contracting Officer or the Contracting Officer's Representative as salvageable, and equipment designated on the drawings or specifications, shall remain the property of the Government and shall be turned in as directed by the Contracting Officer.

1.18.2 Material classified by the Contracting Officer or the Contracting Officer's Representative as repairable shall be thoroughly cleaned and delivered as directed by the Contracting Officer.

1.18.3 Material and equipment not identified to be removed and turned in to the Contracting Officer will become the property of the Contractor. Materials not classified as salvageable or repairable by the Contracting Officer or the Contracting Officer's Representative shall be removed from the site and disposed of off post at no cost to the Government.

1.18.4 Prior to commencing work, a joint inventory will be conducted by the Contractor, the Contracting Officer's Representative, and Government Inspector during which salvageable, repairable material will be identified. The Contractor will be given a copy of this inventory and will be accountable for this property as indicated above. This joint inventory will in no way limit or preclude the Contracting Officer from designating additional items in the above categories during the life of this contract. Identified materials will be delivered as directed by the Contracting Officer either to the DPW or through the DPW to the Defense Reutilization and Marketing Office (DRMO). For materials to be delivered to DRMO, the Contractor shall fill out DA Form 1348 (Turn-In Slip) and present it for signature to the Real Property Accountable Officer at DPW.

1.19 TOILET FACILITIES

Contractor's personnel will be permitted to use toilet facilities where available and or allowed by Facility User on the premises subject to regulation and control of the Contracting Officer or his designated representative. On those sites where no toilet facilities are available, the Contractor shall provide portable chemical latrines (registered by TNRCC), at no additional cost to the Government. These facilities shall be maintained in accordance with the installation's safety office.

1.20 IDENTIFICATION OF EMPLOYEES

1.20.1 The Contractor and all subcontractors shall furnish an identification badge/card to each employee prior to commencement of work onsite by any employee, and all employees shall wear a visible identification badge at all times on the job site. As a minimum, the Contractor's name and phone number, employee's photograph, title of contract, and employee name/identification shall be displayed on the identification. All prescribed identification shall immediately be delivered to the Contracting Officer for cancellation upon the release of any employee.

1.20.2 Clothing worn by all Contractor employees shall comply with applicable health and safety provisions and shall not include any portion of past or present military uniforms. Official Contractor logos and uniforms are permissible.

1.21 DEVIATION FROM PROPOSED MANAGEMENT PERSONNEL

The Contractor shall obtain prior written approval from the Contracting Officer prior to making any changes in his proposed management staff set forth in his technical proposal.

1.22 DEVIATION FROM PROPOSED LIST OF SUBCONTRACTORS

1.22.1 The Contractor shall update the list of his subcontractors monthly and submit the updated list through the COR to the Ordering Officer by the 10th day of each month. This list should contain all subcontractor deviations

(increases/decreases) which vary from the original list of contemplated subcontractors provided in the technical proposal.

1.22.2 In addition to the above, the Contractor shall submit with the proposal for each task order a list of subcontractors who will perform work under each task order.

1.23 PROBLEM REPORTING

The Contractor shall promptly report to the Contracting Officer's Representative all construction problems or design deficiencies encountered during construction. Report will include recommended solutions or alternatives. The reporting is to be done on a form provided by the Contractor. This may be called a Corrective Action Request (CAR), Request for Information (or Instruction) (RFI) or whatever title the Contractor desires as long as the form and title are acceptable to the COR.

1.24 PRESERVING HISTORICAL AND ARCHEOLOGICAL FINDS

The Contractor shall be required to obtain archeological clearance from the Environmental Office prior to conducting any ground disturbing action in areas where archeological resources exist. This will include all areas except improved roads, grounds and similar areas. Any failure to do so, which results in damage to cultural resources, may result in claims for costs of mitigating damage being assessed against the Contractor.

1.25 LIMITED ACCESS TO FORT

1.25.1 The Contractor, shall under regulations prescribed by the Provost Marshal, use only established roadways when transporting personnel and/or material in the prosecution of work. The Contractor shall adhere strictly to the above, and shall not develop new ingress or egress roads without specific written instructions from the Provost Marshal. The Contractor shall insure his personnel use designated parking areas only. Vehicles shall not be parked on grassy areas.

1.25.2 If the Contractor fails or refuses to comply with the above, the Contracting Officer may issue a stop work order. No part of the time lost due to any such order shall be made the subject of claim for extension of time or for excess costs or damage by the Contractor.

1.25.3 Compliance with the provisions of this paragraph by subcontractors will be the responsibility of the Contractor.

1.25.4 All vehicles operated in support of the contract, including Contractor and Contractor employees' privately owned vehicles or subcontractor vehicles shall be registered, insured, licensed, and inspected for compliance with applicable Federal, State, and local safety requirements.

1.26 GOVERNMENT EQUIPMENT ON THE SITE

The Contractor shall cover equipment that is to remain in place within the area of contract operations and protect it against damage or loss; move and store equipment that is removed in performance of work where directed or reuse in work as required by drawings and specifications. Equipment temporarily removed shall be protected, cleaned and replaced equal to its condition prior to starting work. Security for equipment or materials that is to be reused and is removed for temporary storage shall be the sole responsibility of the Contractor.

1.27 SERVICES TO BE PERFORMED

The general requirements for the nature and categories of work to be performed under this contract includes but is not necessarily limited to the following:

site clearing, building renovation, earthwork, site drainage and utilities, roads and walks, cast-in-place concrete, brick masonry, block and tile masonry, structural metal, metal joists and decking, rough carpentry, finish carpentry, built-in cabinetry and furniture, roofing and siding, sheet metal work, doors, windows and glazing, window coverings, entrances and store fronts, lath and plaster, drywall, painting and wall coverings, floor tile and carpeting, pipe and fittings, plumbing devices and fixtures, fire extinguishing systems, fire alarm systems and intrusion detection systems and equipment, heating and air conditioning and ventilating equipment and systems, ducts and controls, boxes and wiring devices, starters, breaker panels, switching devices and transformers, lighting and primary and secondary power systems.

1.28 ACCESS TO WORK AREAS

Scheduling of access to family housing units shall be coordinated with the appropriate Family Housing Division at the work site for each task order through the Contracting Officer's Representative and shall comply with the following:

1.28.1 All work shall be performed during normal duty hours from 7:30 a.m. to 4:00 p.m., Monday through Friday, excluding Federal legal holidays, unless specifically authorized by the Contracting Officer or as required for a scheduled interruption. Federal legal holidays falling on Saturday shall be observed on the preceding Friday and those falling on Sunday shall be observed on the following Monday.

1.28.2 Family Housing office at the installation (the Government) will notify family quarters occupants by letter of the general time frame in which the Contractor will be allowed access to their set of quarters. This general schedule will be based on the Contractor's schedule, submitted in accordance with contract clause SCHEDULES FOR CONSTRUCTION CONTRACTS (FAR 52.236-15).

1.28.3 It shall be the Contractor's responsibility to notify, in writing, the occupants of each family housing unit of the specific day access is desired and the exact nature of the work to be performed. This notice must be given a minimum of 2 weeks in advance. The procedure for accomplishing this is as follows:

1.28.3.1 Within 30 days of receipt of the Notice to Proceed, but before starting work, the Contractor shall either mail or deliver a letter (see Sample Letter No. 1 included at the end of this section) addressed to the occupants of dwelling units involved and include the following information:

1.28.3.1.1 An informative statement that the Contractor has been engaged to accomplish certain work in the occupant's dwelling unit.

1.28.3.1.2 A description of the work to be accomplished and the date the total project is to be completed.

1.28.3.1.3 A description of the time frames and location in which access will be necessary to perform the work. (Multiple access requirements shall be carefully defined.)

1.28.3.1.4 A statement that a responsible adult (18 years or older) will have to be present (on the premises) during all phases of work in which interior access will be required.

1.28.3.1.5 A statement that all vehicles must be removed from the immediate vicinity of the building prior to the beginning of work.

1.28.3.1.6 The name and phone number of a point of contact to which the occupants should report access coordination problems. (Long distance phone numbers must include area codes and a statement that the Contractor will bear

the expense of collect calls.) A time frame in which phone calls will be received.

1.28.3.1.7 A return mailing address to which inquiries may be directed.

1.28.3.1.8 Include one of the following statements as it applies to this project:

- A request to gain access at a specific time on a specific date or dates for a specific time period. (Applicable only for dwelling units to be completed within 14 calendar days of the date Letter No. 1 is sent.)

- A statement that a Contractor's Representative will be in contact with the occupant 2 weeks prior to actual access requirements.

1.28.3.1.9 A request for the occupant to accelerate work progress by removing any occupant-owned items in the work area that might impede the flow of work.

1.28.3.1.10 A courteous salutation.

1.28.3.1.11 The letter is to be approved by the Contracting Officer, and a copy of same is to be furnished to the Contracting Officer. No work may commence until this requirement has been accomplished in total.

1.28.3.2 At 14 calendar days prior to actual access requirements at a particular dwelling unit, the Contractor shall send another approved letter reminding the occupant that he is doing this work and this letter (see Sample Letter No. 2 included at the end of this section) shall include the same information as Sample Letter No. 1 with an update as to when access will be required. Letter No. 2 should include a request that the occupant call the Contractor to verify that access will be available.

1.28.3.3 Between 2 and 4 days prior to actual access requirements, the Contractor shall either send or deliver a third notice that access is needed. This letter (see Sample Letter No. 3 included at the end of this section) is to include the following:

1.28.3.3.1 All of the information required in Letter No. 2 with another update of the exact time, date and for what period access will be required.

1.28.3.3.2 Include one of the following statements as it applies to each individual dwelling unit:

- A statement that coordination has not been completed because no access agreement has yet been finalized.

- A statement that failure to set this agreement will possibly impede the progress of this work.

- Another request that the occupant make contact with the Contractor's Representative to coordinate access.

1.28.3.4 The Contractor shall meet the agreed upon schedule that his representative prearranged with the family housing occupant.

1.28.3.5 If at this point no agreement has been arranged, the Contractor shall report to work at the time at which he had previously requested access. If access is not available, he shall furnish and leave a note fastened to the front door handle to inform the occupant that the Contractor needs access to the quarters (see Sample Fourth Notice included at the end of this section). Again, a phone number, point of contact, and mission statement is required.

1.28.3.6 The Contractor shall return to the dwelling unit at least 4 days later to try again to gain access.

1.28.3.6.1 If access is not available at this time, the Contractor shall again leave a notice on the front door knob (see Sample Fifth Notice at the end of this section) and at this time request in writing the assistance of the Family Housing Branch Office through the Contracting Officer's Representative to determine the status of the dwelling unit and/or effect notification through the command of the occupant's military unit.

1.28.3.6.2 The Contractor shall repeatedly place notices on the door knob every 4 days until a time 2 days prior to the completion date of the contract or until the work is completed.

1.28.3.7 In the event that an access agreement is never reached within the time constraints of this contract, consideration will be given to extending the time limit. No money shall be paid for materials or labor not used because an access agreement was not effected.

1.28.3.8 The Contractor is hereby put on notice that these occupants have peculiar and extenuating demands on their time and on their transit status. It is, therefore, incumbent upon the Contractor to make every reasonable effort to communicate with the occupants on a one-on-one basis to accommodate their requirements.

1.28.3.9 Omitted

1.28.3.10 Omitted

1.28.3.11 If, for some reason, the occupant refuses to allow access to the quarters or if the Contractor's personnel are required to stop work on that dwelling unit because the occupant leaves, the Contractor shall notify the Contracting Officer's Representative immediately and receive directions from the Contracting Officer.

1.28.3.12 All letters and notices required herein shall be prepared in the correct number by the Contractor and shown to the Contracting Officer's Representative prior to distribution.

1.28.3.13 It should be understood by the Contractor that, even with the notification system outlined above, access to some units of family housing will not be available the first time, and it may be necessary to renotify the occupants. After two unsuccessful attempts by the Contractor, the Contracting Officer's Representative will be notified and will effect final notification.

1.28.4 In no case will the Contractor or his employees enter family housing units without the occupants being present.

1.28.5 In the case of unoccupied, vacant quarters, the Family Housing office will provide access.

1.28.6 The Contractor shall schedule his work in a manner that will reduce the inconvenience to the family housing occupants to a minimum. The Contractor shall finish his daily increments of work to the extent that the family housing units are habitable and functional.

1.28.7 The Contractor will ensure that all his employees entering family housing make every reasonable effort to refrain from tracking in dirt or mud and other extraneous matter. It shall be the Contractor's responsibility to clean and/or repair any damage caused by his employees.

1.28.8 The Contractor shall be responsible for repairing any structural or architectural damage that occurs as a result of his performance of this work.

1.28.9 The Contractor shall provide a nametag for each of his personnel entering family housing. This nametag shall show the complete name of the employee and the name of the employee's firm. This nametag shall be worn at all times when entering and working in family housing. In addition, each crew

will be provided with a letter of identification from the Family Housing office.

1.28.10 The Contractor will be required to remove all furniture and other items required to be moved in order to perform the work. Care of the furniture and other items during moving (removing and return) shall be the responsibility of the Contractor, and if any damage is incurred due to fault or negligence of the Contractor, his agents and/or employees, repairs shall be at the Contractor's expense. Furniture and items shall be stored within the area in a location as convenient as possible to the occupant. Furniture and other items shall be replaced by the Contractor upon completion of the work.

1.28.11 The Contractor will be required to supply the installation's Family Housing Maintenance Contractor with an emergency phone number and point of contact. The individual who is designated as point of contact must be available at any time in case the Contractor's work creates some problem with utilities which must be corrected by the installation Maintenance Contractor.

1.29 DISCOVERY OF UNEXPLODED BOMBS

The Contractor accepts the award of the contract with the knowledge that unexploded bombs (DUDS) may be encountered when carrying out such work. The Contractor will be required to comply with the installation regulations.

1.30 COMPLETION OF TASK ORDERS

1.30.1 Performance time will be negotiated for each task order considering that all task orders issued will be accomplished and performed concurrently. The Contractor shall provide a critical path method schedule (CPM) with each proposal which will be revised and resubmitted based upon the negotiated completion date. The CPM shall be updated weekly for each task order after the Contractor receives the notice to proceed for that task order. Some task orders may require phased completion times. Completion times for individual phases of such task orders will be determined by mutual agreement during project proposal negotiations.

1.30.2 The following requirements pertain to timely completion of task orders. The performance period for any task order shall begin as indicated upon the task order. A task order is considered complete upon final acceptance of work completed under that order to include delivery of acceptable, required as-builts, drawings, DD Form 1354, DA Form 2877, O&M training and manuals, and warranty information.

1.30.3 The Contractor shall plan, perform, and manage all work so as to comply with specified completion dates without resort to other task orders and without resort to other actions which would result to additional cost to the Government. The following categories shall be used as a basis for estimating completion dates:

- (a) Proper crew sizes and equipment.
- (b) Use of subcontractors.
- (c) Required phasing.
- (d) Concrete curing.
- (e) Government delay of access to work site.
- (f) Testing and evaluation of work site conditions which require extra days.
- (g) Documented unavailability of materials or equipment.

(h) Full compliance with any applicable law, regulation, or safety requirement which delays time beyond the number of days allowed by other elements.

(i) Extensive coordination required for use of utilities and digging permits.

(j) Factors beyond the Contractor's control delay work.

(k) Negotiate a completion time which would appear sooner than normal based on priority and criticality work completion.

1.31 NOTICE OF COMPLETION OF TASK ORDER

The Contractor shall notify the ordering officer upon completion of each individual task order. The Contractor shall give a minimum advance notice of 2 working days of the date the work will be fully completed and ready for final inspection.

1.32 CONTRACT PROGRESS REPORTS

1.32.1 The Contractor shall submit a weekly progress report to the Contracting Officer or his designated representative for each task order issued but not completed.

1.32.2 The report will use FORSCOM Form 59-1-R unless an alternate progress report format is proposed by the Contractor for approval by the Government. Any changes or additions requested by the Government will be included in the format. Each report is to be signed and dated by the Contractor.

1.32.3 The Contractor shall also furnish weekly an updated computer summary CPM chart listing all task orders issued to date. A summary chart shall be provided on floppy disk and in hard copy.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION (Not Applicable)

-- End of Section --

SAMPLE LETTER 1

COMPANY NAME
ADDRESS

DATE

Occupant
Street Address
Fort Bragg, NC 28307

Dear Sir:

1. This is to inform you that this firm has been engaged to perform the following work in your dwelling unit:

Work to be accomplished _____
Work to be completed by _____.

2. In accomplishing this work, we will need access to your dwelling unit as follows:

Phase	Location	Reason	Time Required
-------	----------	--------	---------------

3. Our contract does not allow us to enter your dwelling unit unless an adult (18 years or older) is present at all times.

4. Please call collect Mr. _____ at area code () _____ to schedule access to quarters. Call between 7:30 a.m. and 3:30 p.m. Monday through Friday before _____.

5. Mailed inquiries may be sent to the address shown on this letterhead.

6. (1) A Contractor representative will again be in touch with you 2 weeks prior to the actual access requirements to nail down specific dates and times.

OR (2) We will have men coming to your quarters to accomplish work at 8 a.m. on _____. Please provide access at that time by having an adult present or call Mr. _____ to make other arrangements.

7. When construction actually begins, please help accelerate work progress by removing as many personal items from the work area as possible.

8. Thank you for your cooperation in this matter.

Sincerely yours,

President

Fort Bragg Contracting Officer Approval _____

SAMPLE LETTER 2

COMPANY NAME
ADDRESS

DATE

A REMINDEROccupant
Street Address
Fort Bragg, NC 28307

Dear Sir:

1. This is to inform you that this firm has been engaged to perform the following work in your dwelling unit:

Work to be accomplished _____
Work to be completed by _____.

2. In accomplishing this work, we will need access to your dwelling unit as follows:

Phase	Location	Reason	Time Required
-------	----------	--------	---------------

3. Our contract does not allow us to enter your dwelling unit unless an adult (18 years or older) is present at all times.

4. Please call collect Mr. _____ at area code () _____ to schedule access to quarters. Call between 7:30 a.m. and 3:30 p.m. Monday through Friday before _____.

5. Mailed inquiries may be sent to the address shown on this letterhead.

6. (1) A Contractor representative will again be in touch with you 2 weeks prior to the actual access requirements to nail down specific dates and times.

OR (2) We will have men coming to your quarters to accomplish work at 8 a.m. on _____. Please provide access at that time by having an adult present or call Mr. _____ to make other arrangements.

7. When construction actually begins, please help accelerate work progress by removing as many personal items from the work area as possible.

8. Thank you for your cooperation in this matter.

Sincerely yours,

President

Fort Bragg Contracting Officer Approval _____

NOTE: This is to remind you to call or that we will be there at 7:45 a.m. on
_____ to accomplish work. Thank you for having someone
present at that time.

SAMPLE LETTER 3

COMPANY NAME
ADDRESS

DATE

A REMINDERA FINAL REMINDEROccupant
Street Address
Fort Bragg, NC 28307

Dear Sir:

1. This is to inform you that this firm has been engaged to perform the following work in your dwelling unit:

Work to be accomplished _____
Work to be completed by _____.

2. In accomplishing this work, we will need access to your dwelling unit as follows:

Phase	Location	Reason	Time Required
-------	----------	--------	---------------

3. Our contract does not allow us to enter your dwelling unit unless an adult (18 years or older) is present at all times.

4. Please call collect Mr. _____ at area code () _____ to schedule access to quarters. Call between 7:30 a.m. and 3:30 p.m. Monday through Friday before _____.

5. Mailed inquiries may be sent to the address shown on this letterhead.

6. (1) A Contractor representative will again be in touch with you 2 weeks prior to the actual access requirements to nail down specific dates and times.

OR (2) We will have men coming to your quarters to accomplish work at 8 a.m. on _____. Please provide access at that time by having an adult present or call Mr. _____ to make other arrangements.

7. When construction actually begins, please help accelerate work progress by removing as many personal items from the work area as possible.

8. Thank you for your cooperation in this matter.

Sincerely yours,

President

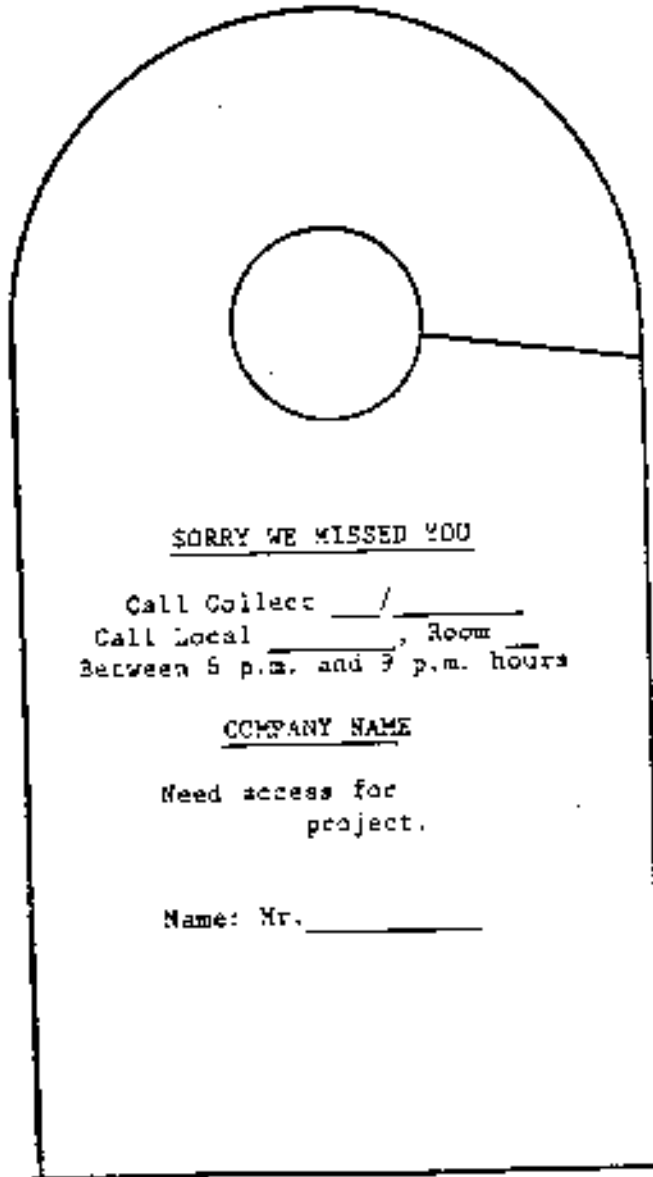
Fort Bragg Contracting Officer Approval _____

NOTE: (1) This is to remind you to call or that we will be there at 7:45 a.m. on _____ to accomplish work. Thank you for having someone present at that time.

OR (2) We have not heard from you and need to schedule access before _____.

Failure on your part to make your dwelling unit available to us may adversely affect our contractual agreement to complete the project on time. Please call!

SAMPLE 4TH NOTICE



SORRY WE MISSED YOU

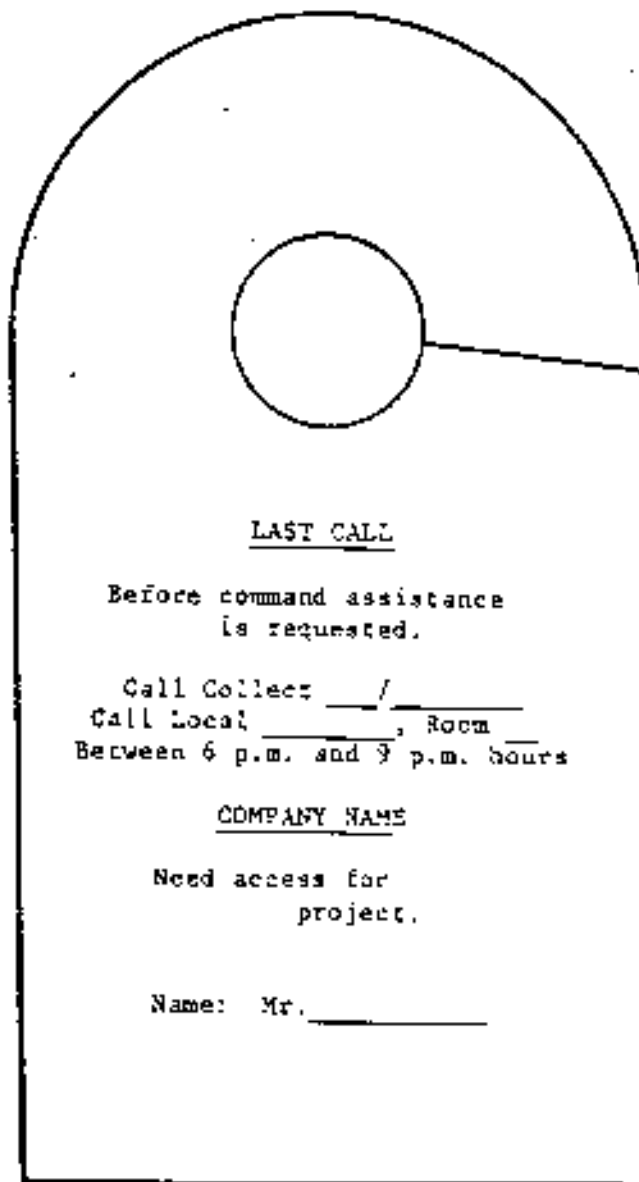
Call Collect ____/____
Call Local _____, Room ____
Between 5 p.m. and 9 p.m. hours

COMPANY NAME

Need access for
project.

Name: Mr. _____

SAMPLE 5TH NOTICE



LAST CALL

Before command assistance
is requested.

Call Collect ___/___
Call Local ___, Room ___
Between 6 p.m. and 9 p.m. hours

COMPANY NAME

Need access for
project.

Name: Mr. _____

APPENDIX A

DEPARTMENT OF THE ARMY
Military Traffic Management Command
597th Transportation Terminal Group
Military Ocean Terminal, Sunny Point
Southport, North Carolina 29461-5000

597th TRANS GP (TML)
REGULATION 715-5

23 MAR 99

Procurement

CONTRACTORS PERFORMING INCIDENTAL SERVICES

	<u>Paragraph</u>
Purpose -----	1
Scope -----	2
Responsibility -----	3
Policy -----	4
Definitions -----	5
Personnel Identification -----	6
Property Passes -----	7
Vehicle Control -----	8
Utilities -----	9
Removal of Facilities -----	10
Safety -----	11
Loss -----	12
Custodial Services -----	13
Fire Prevention -----	14
Medical Treatment -----	15
Environmental Considerations -----	16
References -----	17

1. Purpose. This regulation sets forth basic requirements contractors will observe to perform incidental services. They provide these services within, or for, 597th Transportation Terminal Group (597th TRANS GP (TML)), Military Ocean Terminal, Sunny Point (MOTSU).

2. Scope. This regulation applies to contractor personnel and equipment. It excludes the stevedore contractor.

3. Responsibilities. Chief, Contract Administration office (CAO) exercises staff supervision over this regulation and reviews it annually.

4. Policy. Department of the Army and 597th TRANS GP (TML) policies ensure contractor personnel who violate any government regulation are subject to action by government authorities. This will include that considered appropriate or necessary by CAO.

5. Definitions. The following is a list of terms used in this regulation:

*This regulation supersedes 1303d MPC Regulation 715-5, 01 AUG 97
597th TRANS GP (TML) Reg 715-5

a. Incidental Services - Those services, excluding stevedoring, done under contract at or for the terminal.

b. Contractor Personnel - Official company members, contractors, subcontractors, and authorized representatives/employees.

c. Utilities - Apply only to electricity, gas, water, steam, mechanical refrigeration, and compressed air.

d. Lost Time Injury - Any accident resulting in personal injury that prevents the injured person from returning to duty the next regularly assigned tour. The government does not consider time for first aid treatment "lost time."

e. First Aid Injury - Any accident that results in minor personal injury. The injured person will return to duty after first aid treatment, at beginning or before next scheduled tour.

f. Motor Vehicle Accident - An occurrence involving operating a motor vehicle on terminal that results in death or injury requiring medical treatment or care. Also, it applies to vehicle damage requiring repair or replacement parts, or which causes other property destruction or damage.

g. Property Damage Accident - An accident from any cause that occurs on terminal and results in damage to, or loss of, materiel, equipment (including Materials Handling Equipment (MHE)), or other property, despite ownership

6. Personnel Identification.

a. When 597th TRANS GP (TML) or another government agency awards a contract for work on terminal property, the individual or company awarded the contract will furnish the following to Chief, Installation Security Activity (SEI):

(1) Name of company or individual.

(2) Location or area where work will be done.

(3) Contract duration.

(4) Before work starting date, duplicate listing of name, address, date and place of birth, social security number, and if applicable, Coast Guard Port Security Card Number of each employee who will work on terminal.

b. The terminal admits commercial or contractual agency permanent or temporary employees/representatives on base if they engage in terminal activities. However, they must first present:

(1) International Longshoreman Association (ILA) Picture Badge.

(2) Merchant mariner Document (Identify).

(3) A 597th TRANS GP (TML) visual laminated ID Badge or company ID Badge.

c. The following are examples of personnel included in this category:

- (1) Permanent contractor personnel.
- (2) Contract personnel (other than permanent).
 - (a) Longshoremen.
 - (b) Laborers.

(3) Contract or commercial agency personnel/representatives who have limited functions with 597th TRANS GP (TML).

d. Authorized contract personnel will have identification baages/cards issued to them by Chief, SEI. They remain government property. Chief SEI determines when to recall. Chief, Security Division (SE), may require contractors to provide their identification badges instead of MOTSU ID Badge, if large numbers of contractor employees need access.

e. The Commander makes the determination to admit or exclude contractor employees from the terminal. The Commander, through Chief, SE:

- (1) Determines whether a person satisfies established clearance requirements for admission.
- (2) Specifies limitations or restrictions that will be placed on the person in the interest of security.

f. Persons and vehicles entering, leaving, or within the terminal, will be subject to search at any time. Security Guards or authorized civilian law enforcement agencies will apprehend and detain persons suspected of violating existing terminal regulations. Vehicles enter only on these conditions.

g. Labor representatives, who request base access to conduct business, secure approval from Chief, SEI, before meeting with contractor employees.

h. Individuals, who lose identification badge or pass, will immediately report it through their supervisor, to Chief, SEI. Chief, SEI will investigate. If personnel unable to locate badge/pass promptly, individual prepares an affidavit that shows time, place, and circumstances of loss. Person issued badge/pass signs affidavit. Chief, SEI will inform contractor by letter of the incident.

7. Property Passes.

a. Authorized SEI Guards interview personnel and inspect property to forestall or expose any fraudulent scheme, or prevent theft/unlawful removal of government property from the terminal.

b. No person can remove terminal property without one of the following:

- (1) Individual Property Pass (DA Form 1818).

(2) Cash Sales Slip (Accountable Form) (DD Form 649).

(3) Army Shipping Documents.

(4) Commercial Bills of Lading.

(5) Government Bills of Lading.

(6) Contractor's Commercial Property Pass.

c. Supply Division (SU) will issue property passes to contractor personnel. Chief, SU, or designated representative, signs passes.

d. Guards at exit gate inspect property being removed from the terminal. They will ensure the property appears on the property pass.

8. Vehicle Control.

a. The terminal restricts motor vehicles that need terminal access as follows:

(1) Commercial delivery vehicles or those on other authorized missions. Driver must present a valid state operator's license.

(2) Personal vehicles registered as provided in subparagraph 8c.

(3) Emergency vehicles.

b. Sponsoring terminal agencies must approve commercial motor vehicle entry on terminal wharves. The Commander must authorize privately owned vehicle (POV) entry on wharves.

c. Personnel in SEI must register POV's or those "for hire," operated by employees of individuals, partnerships, or other business firms, that require daily/frequent use on terminal. Personnel registering vehicles ensure they:

(1) Show proof of ownership (notarized Certificate of Title, Bill of Sale, or owner identification issued by a state or territory).

(2) Certify their liability insurance coverage for personal injury and property damage remains in full force and effect. Also, the owner will certify that said insurance coverage complies with laws of the state of registration and North Carolina.

(3) NC State Safety Inspection Sticker or proof of current safety inspection from any other state.

(4) Valid vehicular license from any US state/territory.

d. Report Non-Army owned MHE inspected by 597th TRANS GP (TML) personnel that does not meet minimum safety requirements, to contractor or tenant agency. They will take immediate action and ensure these vehicles meet requirements before operating further on terminal.

e. Authorized POV parking will be permitted in established parking lots on a first-come, first-served basis. In an emergency, personnel push parked vehicles away/removed from buildings or other dangerous areas. Personnel only use officially designated parking areas unless SE grants permission otherwise.

f. NC traffic laws, except as otherwise superseded by these and future regulations, will be in full force and effect on terminal.

g. Terminal Speed Limits:

(1) Cargo and Passenger Vehicles - 25 MPH, except as otherwise posted.

(2) All vehicles, including tractor trailers, tractors, tow motors, fork lifts, and other MHE, when operating on wharves, cargo loading and unloading areas:

(a) 15 MPH over straightaway.

(b) SAFE and PRUDENT speed on turns, at exits, when moving through congested areas, or when vision is obscured.

h. Persons who drive government vehicles or MHE must possess a valid state driver's license, Motor Equipment Utilization Record (DD Form 1970), and valid U.S. Government Motor Vehicle operator Identification Card (OF 346). Possession of these will qualify personnel, except trainees (accompanied by a qualified operator) to operate assigned vehicles.

i. outgoing commercial vehicles will halt at Post #2. Guard checks them for cargo and property passes.

9. Utilities.

a. The government furnishes utilities to contractor only to the extent available and necessary.

b. The government furnishes utilities to persons, firms, or corporations that work as contractors for the government. An agreement negotiated between contractor and CAO stipulates these terms for services furnished, consistent with the contractual relationship between contractor and CAO.

c. No costs to the government involved when existing facilities get connections made.

d. The government will not be liable for failure to provide continuous utilities. It neither guarantees quality nor quantity of supplied service.

e. Contractor, will:

(1) Notify CAO, in writing, when utilities will be required.

(2) Make no utility system alterations without prior CAO approval.

(3) Be responsible for damage to utilities systems used by them.

10. Removal of Facilities. Unless otherwise directed, contractor removes facilities installed by them on terminal at their expense, upon contract termination or completion.* Contractor restores government land and facilities to original condition at their expense. If contractor fails to remove its facilities promptly (usually within 90 days), the government considers the facilities "abandoned" and they become government property.

11. Safety. Contractors covered in this regulation will, in connection with their work:

a. Inspect premises, equipment, and operations. Initiate immediate corrective action when noting unsafe conditions or acts.

b. Make personnel under their jurisdiction aware of their responsibility to prevent accidents and properly report them.

c. Designate an individual to investigate all accidents. This will include personal injury, property damage and vehicle. Designee will immediately notify Chief, Safety Division (SA) (X8560), when an accident occurs or an unsafe condition exists, not immediately correctable. Submit Accident Report (DA Form 285) to SA and CAO within 24 hours after an accident occurs. This report will answer five basic questions: Who? When? Where? Why? How? It will include corrective action taken by contractor to prevent recurrence. Complete DA Form 285 on accidents that involve lost time injury, property damage, and any motor vehicle (\$1,000.00 or greater) damage.

d. Ensure only qualified licensed operators operate vehicles. Ensure safe-operating principles will be strictly enforced/followed. Instruct operators to immediately notify supervisor when vehicle functions improperly; or, if in their opinion adequate vehicle safety devices are not being used. when reporting above conditions, take immediate action to repair or replace.

e. Ensure personnel tow (not push) vehicles (including MHE), except during alignment, parking, and storing. Use towing cable constructed of 3/4-inch steel wire, 20 feet long, with a tempered steel safety hook spliced at each end, with splices at least 12 inches long.

f. Ensure contractors provide personnel under their supervision with, and they wear, adequate personal protective equipment.

g. Provide adequate safety guards and electrical grounds for machines, tools, and equipment.

12. Loss. In event of government property loss due to contractor personnel action, contractor representative will immediately provide CAO a verbal report. Within 24 hours, notify CAO in writing. Give all pertinent information concerning loss.

13. Custodial Service (Housekeeping). Contractor provides custodial services in areas assigned and ensures personnel maintain areas to normal industrial good housekeeping standards practiced on terminal.

14. Fire Prevention.

a. Smoking.

(1) On Vessels - Smoking, carrying lighters or matches, will be prohibited on board vessels at berth, except when those vessels meet specific requirements that permit them to operate a smoking room for crew only. Fire Department personnel will inspect designated smoking rooms on vessels and issue smoking permits if rooms meet subparagraph 146.29-29(c), CG 108 conditions

(2) On Wharves - **NO SMOKING** or carrying matches/lighters on wharves. Smoking allowed inside center building or buildings (smokers) located on north and south ends of each wharf.

(3) On Land Areas.

(a) Within RESTRICTED AREAS - **DO NOT** carry lighters or matches. SMOKE ONLY IN DESIGNATED BUILDINGS.

(b) In Administrative Area and Community Services Building Designated Area - Smoking permitted outdoors.

b. Open Fires or Torches.

(1) NO open fires or torches aboard vessels berthed at 597th TRANS GP (TML). **EXCEPT:** when specifically authorized by the terminal Fire Marshal, Captain of the Port (USCG), and the terminal Quality Assurance Specialist Ammo Surveillance (QASAS). When receiving approval for each fire/torch use, have a special fire watch on hand with extinguishing equipment. The Fire Marshal requires and approves this. Company employee/person doing work become responsible for fire protection of welding and cutting operations, or other open flame work, including furnishing fire watches, fire extinguishers, asbestos shields, and other protective devices.

(2) Written Fire Prevention Building Record (MOTSU Form 122), will be required to burn, weld, braze, caulk, or perform other open flame operations that require Hot Work Permit (DA Form 5383). Before fire department personnel issue the form, Chief, Safety Division (SA) or QASAS will approve. Once approved, Fire Department personnel prepare and submit the form to the Fire Marshal to approve. Before approving MOTSU Form 122 for terminal operational area, Fire Marshal will coordinate with Chief, SEI. Work detail civilian in charge possesses an approved copy of the form.

c. Fire Fighting Equipment.

(1) **DO NOT BLOCK** fire exits and hose cabinets.

(2) Use fire hydrants only for authorized Fire Department purposes, except by authority of terminal Fire Marshal.

(3) In event of damage to, or interruption of, fire protection systems, notify terminal Fire Marshal and Fire Chief immediately.

d. Gasoline or Diesel Driven Equipment.

(1) DO NOT refuel portable gasoline engines or gasoline driven motor vehicles on wharves or in buildings. Fuel diesel tractors, forklifts, trucks, and other gasoline/diesel driven equipment outside, at least 50 feet away from warehouses and entrances to wharves. Portable tanks shall be no larger than 500 gallons.

(2) **SHUT ENGINES OFF** before refueling.

(3) **DO NOT INSTALL** any stationary gasoline engine on wharves.

(4) Equip gasoline or diesel powered equipment, with fuel in tanks, such as trucks, tractors, forklifts, derricks, etc., with appropriate fire extinguishers.

(5) **ALWAYS** store or transport gasoline, or other flammable liquids, in containers approved by the terminal Fire Marshal. Maintain aisles 3 feet wide in stored material areas. DO NOT USE a faucet or other device that permits gravity flow on any drum/container of flammable liquids.

(6) **DO NOT USE** gasoline to clean or degrease. Use standard solvent or other authorized cleaning fluids, or steam method.

e. Painting. The terminal Fire Marshal approves, in advance, work areas/methods of painting that could cause fire hazard conditions.

f. Reporting Fires.

(1) Contractor personnel will become familiar with location of fire reporting telephone nearest respective work area. Telephone extension for reporting a fire: 8217.

(2) **IMMEDIATELY** report all fires, regardless of size. Person turning in alarm must give calm/distinct directions of fire location to Fire Department personnel.

(3) When personnel discover a fire, they immediately use available fire fighting equipment to extinguish it.

g. Tar Kettles. Tar kettles will produce constant hazards and expose combustible materials to a potentially dangerous heat source. Strictly adhering to the following minimizes inherent risks:

(1) **ALWAYS** locate kettles outside, preferably at least 20 feet from any building, in well-ventilated areas.

(2) Tar kettles WILL NOT be permitted on combustible roofs.

(3) Keep tar kettles in good working condition. Closing hood and temperature gauges must function properly. Regularly clean equipment. This will guard against dangerous build-up of spilled combustible material.

(4) A reliable fire watch, equipped with adequate carbon dioxide or foamite extinguisher, will **ALWAYS** be on duty when using any tar kettle.

(5) **DO NOT MOVE** kettle until extinguished.

15. Medical Treatment.

a. Military or civilians assigned to this terminal will administer no medical services or first aid treatment to contractor personnel. **EXCEPTION:** To prevent undue suffering or loss of life. Then only qualified personnel may administer first aid treatment.

b. Southport, NC, will provide commercial ambulance service. Call Post operator and ask for Southport 457-7911. Ambulatory cases may go to either Southport or Wilmington, NC hospitals at contractor's expense.

c. when commercial ambulance service is unavailable, in a life or death situation, the terminal will render ambulance support to transport person(s) to Southport hospital. In such cases, call terminal Fire Department personnel (X8217 or X8218) to dispatch an ambulance.

16. Environmental Considerations:

a. Before using chemicals on terminal, submit a Material Safety Data Sheet (MSDS) to the terminal Environmental Engineer (X8603).

b. Dispose of hazardous materials according to federal, state, and local regulations. Coordinate disposal through terminal Environmental Engineer (X8603).

c. Before doing any work that involves hazardous materials, i.e., asbestos, contractor must obtain required federal, state, and local permits and submit a copy to the terminal Environmental Engineer.

d. **INKEDIATELY REPORT hazardous substance spill that** includes gasoline, diesel fuel, and lubrication oil, to Fire Department personnel (X8217).

17. References.

AR 385-10 The Army Safety Program

AR 385-40 Accident Reporting and Records

MOTSU REGS

190-4 Removing Government Property

385-1 Command Safety Program

420-3 Fire Prevention, Protection, and Procedures.

(MTAQ-AS-SO)

MICHAEL J. TOAL
Colonel, TC
Commanding

OFFICIAL:

/s/
BOBBY W. DeWITTE
BOBBY W. DeWITTE
Chief, Information Management Division

SECTION 01700

CONTRACT CLOSEOUT

PART 1 - GENERAL

1.1 SUMMARY (Not Applicable)

1.2 REFERENCES (Not Applicable)

1.3 SUBMITTALS

Government approval is required for submittals with a "GA" designation; submittals having an "FIO" designation are for information only:

SD-01 Data

Spare Parts Lists; FIO. Spare Parts; FIO. Special Tools; FIO. Personnel Training; FIO.

Spare parts lists, spare parts, special tools, and personnel training curriculum and staffing shall be submitted in accordance with the general requirements described in paragraph 1.4 of this section and the applicable requirements described in the technical sections.

Warranties; FIO.

The Contractor shall furnish the warranties for each Task Order under this contract in accordance with clause WARRANTY OF CONSTRUCTION of Section 00800 and paragraph ADDITIONAL WARRANTY REQUIREMENTS of this section.

SD-04 Drawings

As-Built Drawings; GA.

As-built drawings for each Task Order under this contract shall be submitted for approval in accordance with the requirements described in paragraph AS-BUILT DRAWINGS of this section.

SD-07 Schedules

Inventory of CF/CI Equipment; FIO. Inventory of GF/CI Equipment; FIO.

Inventories shall be furnished in accordance with paragraphs INVENTORY OF CONTRACTOR-FURNISHED AND INSTALLED EQUIPMENT and INVENTORY OF GOVERNMENT-FURNISHED, CONTRACTOR-INSTALLED EQUIPMENT of this section.

SD-19 Operation and Maintenance Manual

Operation and Maintenance Manuals; GA.

Operation and maintenance manuals shall be submitted for approval in accordance with the general requirements described in this section and the applicable requirements pertaining to individual equipment and systems described in the technical sections.

1.4 OPERATION AND MAINTENANCE MANUALS, SPARE PARTS LISTS, SPARE PARTS, SPECIAL TOOLS, INVENTORIES OF INSTALLED PROPERTIES AND TRAINING OF OPERATING AND SERVICE PERSONNEL

The Contractor shall be responsible for the preparation, coordination, execution and submittal of all operation and maintenance manuals, spare parts lists, special tools, inventories of equipment manuals and maintenance instructions, and shall conduct all training of operating and service personnel. Operation and maintenance manuals shall cover all system installations provided in this contract and shall be in sufficient detail to facilitate normal maintenance and troubleshooting by persons with minimum experience with the installed equipment.

1.4.1 Submittal Requirements

All of the above listed items required in the Technical Provisions of these specifications shall be submitted to the Contracting Officer not less than 60 days prior to the scheduled contract completion date. Fully developed and approved operation and maintenance instructions shall be provided 30 days prior to scheduling training of operating and service personnel. The Contractor shall coordinate the content of each instruction period required in the Technical Provisions of these specifications with the Contracting Officer's representative prior to the actual start of the training period.

1.4.1.1 Videotaping of Training for Operating and Service Personnel

Each instruction or training period as discussed above, shall be videotaped in VHS format by the Contractor. The taping shall include the entire session; and the original video tape(s) shall be labeled and turned over to the Contracting Officer. The video camera and tapes utilized by the Contractor, shall be of a quality to enable clear and understandable playbacks of the recorded events.

1.4.2 Bidding Schedule

A separate Bid Item entitled "O&M Manuals" will be placed in the Task Order/Delivery Order Bidding Schedule for the above listed items. The amount of this Bid Item has been established by the Contracting Officer and entered into the Bidding Schedule. This Bid Item becomes a part of the overall Contractor's bid, but payment of the amount shown shall not be made until all the above listed items have been received and approved. On those systems where complete and comprehensive operation and maintenance instructions cannot be fully developed until the system is checked, tested, and/or balanced, a proposed draft of those system manuals shall be submitted. Liquidated damages for O&M Manuals shall begin if the complete O & M Manuals submittal package with drafts is not submitted 60 days prior to the scheduled contract completion date and shall continue until the complete package is submitted. Fully developed O&M Manuals of the drafts shall be submitted for approval after the systems have been checked, tested and/or balanced. Failure to submit all specified O&M manuals, spare parts listings, spare parts, special tools and inventories of installed property in a timely manner shall be cause for delaying substantial completion of the work. Commencement of warranty under the clause WARRANTY OF CONSTRUCTION of Section 00800, will not occur until all these items are delivered, and approved by the Contracting Officer, but not earlier than the date of final acceptance of the work by the Government. When the O&M Manuals with drafts are approved they will not constitute a reason for delaying the start of the warranty period. Payment for O&M Manuals will be made after approval of all the fully developed manuals.

1.4.3 Government Possession of Work

The Government may take possession of any completed or partially completed work, as provided for under Contract Clause entitled "USE AND POSSESSION PRIOR

TO COMPLETION." If the installed equipment and/or systems thereto, have not been accepted by the Government due to the Contractor's failure to submit the above specified items, the Contractor shall operate and maintain such plant or system at no additional cost to the Government until such time that the specified items have been received, approved and any subsequent testing, check-out and/or training has been completed.

1.5 EQUIPMENT OPERATING, MAINTENANCE, AND REPAIR MANUALS

1.5.1 Scope

This paragraph establishes general requirements for the preparation and submission of equipment operating, maintenance, and repair manuals, as called for in the various sections of the specifications. Specific instruction(s) relating to a particular system or piece of equipment shall be incorporated into the manuals in accordance with the applicable specification requirement.

1.5.2 General Requirements

1.5.2.1 Hard Cover Binders

The manuals shall be permanently bound and have a hard cover. The following identification shall be inscribed on the cover the words "EQUIPMENT OPERATING, MAINTENANCE, AND REPAIR MANUAL" and the name, building number, location, and indication of utility or systems covered. Manuals shall be approximately 215 mm by 280 mm (8-1/2 by 11 inches) with large sheets folded in and capable of being easily pulled out for reference. All manuals for a single facility must be similar in appearance.

1.5.2.2 Warning Page

A warning page shall be provided to warn of potential dangers (if they exist), such as high voltage, toxic chemicals, flammable liquids, explosive materials, carcinogens, or high pressures. The warning page shall be placed inside the front cover, in front of the title page.

1.5.2.3 Title Page

The title page shall show the name of the preparing firm (designer or Contractor) and the date of publication.

1.5.2.4 Table of Contents

Provide in accordance with standard commercial practice.

1.5.3 Equipment Operating, Maintenance, and Repair Manuals

1.5.3.1 General

Separate manuals shall be provided for each utility system as defined hereinafter. Manuals shall be provided in the number of copies specified in the applicable technical section. Manuals shall include, in separate sections, the following information for each item of equipment:

a. Performance sheets and graphs showing capacity data, efficiencies, electrical characteristics, pressure drops, and flow rates. Marked up catalogs or catalog pages do not satisfy this requirement. Performance information shall be presented as concisely as possible and contain only data pertaining to equipment actually installed.

- b. Catalog cuts showing application information.
- c. Installation information showing minimum acceptable requirements.
- d. Operation and maintenance requirements. Include adequate illustrative material to identify and locate operating controls, indicating devices and locations of areas or items requiring maintenance.
 - (1) Describe, in detail, starting and stopping procedures for components, adjustments required to obtain optimum equipment performance, and corrective actions for malfunctions.
 - (2) Maintenance instructions describing the nature and frequency of routine maintenance and procedures to be followed. Indicate any special tools, materials, and test equipment that may be required.
- e. Repair information including diagrams and schematics, guidance for diagnosing problems, and detailed instructions for making repairs. Provide troubleshooting information that includes a statement of the indication or symptom of trouble and the sequential instructions necessary. Include test hookups to determine the cause, special tools and test equipment, and methods for returning the equipment to operating conditions. Information may be in chart form or in tabular format with appropriate headings.
- f. Parts lists and names and addresses of closest parts supply agencies.
- g. Names and addresses of local manufacturers' representatives.

1.5.3.2 Facility Heating Systems

Information shall be provided on the following equipment: boilers, water treatment, chemical feed pumps and tanks, converters, heat exchangers, pumps, unit heaters, fin-tube radiation, air handling units (both heating only and heating and cooling), and valves (associated with heating systems).

1.5.3.3 Air-Conditioning Systems

Provide information on chillers, packaged air-conditioning equipment, towers, water treatment, chemical feed pumps and tanks, air-cooled condensers, pumps, compressors, air handling units, and valves (associated with air-conditioning systems).

1.5.3.4 Temperature Control and HVAC Distribution Systems

1.5.3.4.1 Provide the information described for the following equipment:

Valves, fans, air handling units, pumps, boilers, converters, and heat exchangers, chillers, water cooled condensers, cooling towers, and fin-tube radiation.

1.5.3.4.2 Provide all information described for the following equipment:

Control air compressors, control components (sensors, controllers, adapters, and actuators), and flow measuring equipment.

1.5.3.5 Central Heating Plants

Provide the information described for the following equipment: Boilers, converters, heat exchangers, pumps, fans, steam traps, pollution control equipment, chemical feed equipment, control systems, fuel handling equipment,

de-aerators, tanks (flash, expansion, return water, etc.), water softeners, and valves.

1.5.3.6 District Heating Distribution Systems

Provide the information described for the following equipment: Valves, fans, pumps, converters and heat exchangers, steam traps, tanks (expansion, flash, etc.) and piping systems.

1.5.3.7 Exterior Electrical Systems

Information shall be provided on the following equipment: Power transformers, relays, reclosers, breakers, and capacitor bank controls.

1.5.3.8 Interior Electrical Systems

Information shall be provided on the following equipment: Relays, motor control centers, switchgear, solid state circuit breakers, motor controller, and EPS lighting systems, control systems (wire diagrams and troubleshooting flow chart), and special grounding systems.

1.5.3.9 Energy Management and Control System

The maintenance manual shall include descriptions of maintenance for all equipment, including inspection, periodic preventative maintenance, fault diagnosis, and repair or replacement of defective components.

1.5.3.10 Domestic Water Systems

The identified information shall be provided on the following equipment: Tanks, unit process equipment, pumps, motors, control and monitoring instrumentation, laboratory test equipment, chemical feeders, valves, switching gear, and automatic controls.

1.5.3.11 Wastewater Treatment Systems

The identified information shall be provided on the following equipment: Tanks, unit process equipment, pumps, motors, control and monitoring instrumentation, laboratory test equipment, chemical feeders, valves, scrapers, skimmers, comminutors, blowers, switching gear, and automatic controls.

1.5.3.12 Fire Protection Systems

Information shall be provided on the following equipment: Alarm valves, manual valves, regulators, foam and gas storage tanks, piping materials, sprinkler heads, nozzles, pumps, and pump drivers.

1.5.3.13 Fire Detection Systems

The maintenance manual shall include description of maintenance for all equipment, including inspection, periodic preventive maintenance, fault diagnosis, and repair or replacement of defective components.

1.5.3.14 Plumbing Systems

Information shall be provided on the following equipment: Water heaters, valves, pressure regulators, backflow preventers, piping materials, and plumbing fixtures.

1.5.3.15 Liquid Fuels Systems

Information shall be provided on the following equipment: Tanks, automatic valves, manual valves, filter separators, pumps, mechanical loading arms, nozzles, meters, electronic controls, electrical switch gear, and fluidic controls.

1.5.3.16 Cathodic Protection Systems

Information shall be provided on the following material and equipment: Rectifiers, meters, anodes, anode backfill, anode lead wire, insulation material and wire size, automatic controls (if any), rheostats, switches, fuses and circuit breakers, type and size of rectifying elements, type of oil in oil-immersed rectifiers, and rating of shunts.

1.5.3.17 Generator Installations

Information shall be provided on the following equipment: Generator sets, automatic transfer panels, governors, exciters, regulators, starting systems, switchgear, and protective devices.

1.5.3.18 Miscellaneous Systems

Information shall be provided on the following: Communication and ADP systems, security and intrusion alarm, elevators, material handling, active solar, photovoltaic, and other similar type special systems not otherwise specified.

1.6 AS-BUILT DRAWINGS

1.6.1 Scope

This paragraph covers as-built drawings technical requirements and provides information on preliminary and final as-built drawing submittals.

1.6.1.1 General

The as-built drawings shall be a record of the construction as installed and completed by the Contractor. They shall include all the information shown on the contract set of drawings and a record of all deviations, modifications, or changes from those drawings, however minor, which were incorporated in the work, all additional work not appearing on the contract drawings, all changes which are made after final inspection of the contract work and the location and size of all uncharted existing utilities encountered. In event the Contractor accomplishes additional work which changes the as-built conditions of the facility after submission of the as-built drawings, the Contractor shall furnish revised and/or additional drawings as required to depict as-built conditions. The requirements for these additional drawings will be the same as for the as-built drawings included in the original submission.

1.6.1.1.1 Fire Protection/Detection As-Built Drawings

The fire protection/detection as-built drawings will be a finalized version of the fire protection/detection shop drawings. The Contractor shall submit these as-built drawings on full-size mylar sheets.

1.6.1.2 Submittals of preliminary and final as-built drawings shall be as outlined:

1.6.1.2.1 Delivery Orders Having Multiple Items of Work

A copy of the preliminary as-built drawings which the Contractor has reproduced from the approved preliminary as-built drawing sepias, shall be furnished to the Contracting Officer's representative at the time of the final inspection on each interim item of work.

1.6.1.2.2 Delivery Orders Having a Single Item of Work and the Chronologically Last Item of Work on Contracts Having Multiple Items of Work

At the time of final inspection on the last/only item of work, the Contractor shall deliver a copy of the approved preliminary as-built drawing sepias and blue lines to the Contracting Officer's representative.

1.6.1.2.3 All Delivery Orders, Final As-Built Drawings

Final as-built drawing submittal requirements are as stated later in this specification.

1.6.2 Preliminary As-Built Drawings

The Contractor shall mark up both a sepia set and a blue line set of prints to show as-built conditions. These two sets, hereafter called preliminary as-built drawings, or singly, sepias or blue lines, shall be kept current and available on the jobsite at all times, except as noted below. A member of the Contractor's Quality Control Organization shall be assigned responsibility for the maintenance and currency of preliminary as-built drawings. This assignment and any reassignment of duties concerning the maintenance of the as-built drawings shall be promptly reported to the Contracting Officer's representative for his approval. All changes from the contract plans that are made in the work or additional information that might be uncovered in the course of construction, including uncharted utilities, shall be accurately and neatly recorded as they occur by means of details and notes. All changes and/or required additions to the preliminary as-built drawings shall be clearly identified in a color contrasting to blue and which is compatible with reproduction of the preliminary as-built sepias. During periods when the sepias are being copied and are therefore not available at the jobsite, the Contractor shall continue posting all required data to the blue lines. The Contractor shall minimize the time that the sepias are away from the jobsite and he shall update them with all as-built data immediately upon their return. The sepias and blue lines will be jointly inspected for accuracy and completeness by the Contracting Officer's representative and the assigned representative of the Contractor's Quality Control Organization prior to submission of each monthly pay estimate. (See paragraph Withholding for Preliminary As-Built.) The as-built drawings shall show the following information, but not be limited thereto.

The Contractor shall mark up copies of the drawings attached in the specifications to show as-built conditions. These copies hereafter called preliminary as-built drawings, shall be kept current and available on the jobsite at all times, except as noted below. A member of the Contractor's Quality Control Organization shall be assigned responsibility for the maintenance and currency of preliminary as-built drawings. This assignment and any reassignment of duties concerning the maintenance of the as-built drawings shall be promptly reported to the Contracting Officer's representative for his approval. All changes from the contract plans that are made in the work or additional information which might be uncovered in the course of construction, including uncharted utilities, shall be accurately and neatly recorded as they occur by means of details and notes. All changes and/or required additions to the preliminary as-built drawings shall be clearly identified in red. The marked up drawings will be jointly inspected

for accuracy and completeness by the Contracting Officer's representative and the assigned representative of the Contractor's Quality Control Organization prior to submission of each monthly pay estimate. (See paragraph Withholding for Preliminary As-Builts.) The as-built drawings shall show the following information, but not be limited thereto.

1.6.2.1 The location and description of any utility lines or other installation of any kind or description known to or found to exist within the construction area. The location of exterior utilities includes actual measured horizontal distances from utilities to permanent facilities/features. These measurements shall be within an accuracy range of 6 inches and shall be shown at sufficient points to permit easy location of utilities for future maintenance purposes. Measurements shall be shown for all change of direction points and all surface or underground components such as valves, manholes, drop inlets, cleanouts, meter, etc. The general depth range of each underground utility line shall be shown (i.e., 1 to 1.2 meters (3 to 4 feet) in depth). The description of exterior utilities includes the actual quantity, size, and material of utility lines.

1.6.2.1.1 The location and dimensions of any changes within the building or structure.

1.6.2.1.2 Correct grade or alignment of roads, structures or utilities if any changes were made from contract plans.

1.6.2.1.3 Correct elevations if changes were made in site grading.

1.6.2.1.4 Changes in details of design or additional information obtained from working drawings specified to be prepared and/or furnished by the Contractor including but not limited to fabrication, erection, installation plans and placing details, pipe sizes, insulation material, dimensions of equipment foundations, etc.

1.6.2.1.5 The topography and grades of all drainage installed or affected as a part of the project construction.

1.6.2.1.6 Options

Where contract drawings or specifications allow options, only the option selected for construction shall be shown on the as-built drawings.

1.6.2.2 As part of the prefinal inspection for each item of work, the preliminary as-built drawings will be reviewed. They must comply with this specification prior to scheduling the final inspection, and/or prior to substantial completion of the item of work.

1.6.2.3 Preliminary As-Built Drawing Final Submittal

Prior to scheduling the final acceptance inspection of the last/only bid schedule item of work, the preliminary as-built drawings shall be completed and delivered to the Contracting Officer's representative for his review and approval. If upon review, the drawings are found to contain errors and/or omissions, they will be returned to the Contractor for corrections. Failure of the Contractor to make timely delivery of the preliminary as-built drawings on any/all items of work will be cause for the Government to delay substantial completion, and to assess liquidated damages in accordance with the terms and conditions of the contract.

1.6.2.4 Withholding for Preliminary As-Built Drawings

Failure by the Contractor to maintain current and satisfactory preliminary as-built drawings in accordance with these requirements will result in withholding from progress payments an amount determined by the Contracting Officer's authorized representative as the value of the subject as-built drawings, and will indicate this unearned amount on monthly payment estimates until the Contractor has fulfilled the contract requirements.

1.6.3 Final As-Built Information

Upon approval of the preliminary as-built drawings, the Contracting Officer will furnish the Contractor the approved blue lines and the original set of contract drawings or tracings and the computer generated graphics files (CADD files) of the contract drawings. The CADD files will be provided to the Contractor in Intergraph Microstation Version 5 format. CADD files will be delivered to the Contractor on one of the following types of media: 90 megabyte Bernoulli disk; up to 10, 89 mm (3-1/2-inch) floppy disks in DOS 5 format using PKZIP compression; 2.3 gigabyte 8mm cartridge tape using scpio or cpio and CLIX Unix format; or 9-track tape using VAX tape backup. The Contractor shall provide the Contracting Officer, upon approval of the preliminary as-built drawings, the preferred media on which to copy the CADD files. The Contractor will then modify these original drawings or tracings and CADD files as may be necessary to correctly show all the features of the project as it was constructed by bringing the contract set into agreement with the preliminary as-built drawings, including adding additional drawings and CADD files as may be necessary. The original drawings or tracings and CADD files are part of the permanent records of this project and the Contractor shall be responsible for the protection and safety thereof until returned to the Contracting Officer. Any drawings or tracings or CADD files damaged or lost by the Contractor shall be satisfactorily replaced by the Contractor at his expense. If additional drawings are required, they shall be prepared on blank sheets furnished by the Government and added to the CADD files.

Upon approval of preliminary as-built drawings, the Contractor shall modify the original drawings or tracings and CADD files as may be necessary to correctly show all the features of the project as it was constructed by bringing the contract set into agreement with the preliminary as-built drawings, including adding additional drawings and CADD files as may be necessary. The original drawings or tracings and CADD files are part of the permanent records of this project and the Contractor shall be responsible for the protection and safety thereof until returned to the Contracting Officer. Any drawings or tracings or CADD files damaged or lost by the Contractor shall be satisfactorily replaced by the Contractor at his expense. If additional drawings are required, they shall be prepared on blank sheets furnished by the Government and added to the CADD files.

1.6.3.1 Final Revisions

When final revisions have been completed, each drawing and CADD file shall be lettered with the words "DRAWING OF WORK AS-BUILT" in letters at least 3/16" high placed below the title block between the border and the trim line. The date of completion and the words "REVISED AS-BUILT" shall be placed in the revision block above the latest existing revision notation.

1.6.3.2 Title Blocks

The title block to be used for any new as-built drawings shall be similar to that used on the original drawings.

1.6.3.3 Submittal Requirements

The Contractor shall submit to the Contracting Officer the final as-built drawings, consisting of two sets of corrected CADD files in Intergraph Microstation version 5 format, one for the District and one for the user on the media determined by the Contracting officer; the approved preliminary blue lines; and all required reproduced items. All paper prints, reproducible drawings, CADD files, and microfilms will become the property of the Government upon final approval. Failure to submit as-built information as required herein shall be cause for withholding payment due the Contractor for as-built drawings under this contract and for assessment of the specified liquidated damages. Approval and acceptance of final as-built information shall be accomplished before final payment is made to the Contractor.

1.6.3.4 Payment for Final As-Built Drawings

A fixed price for as-built drawings will be agreed upon in the individual Task Orders. Payment for the performance of the work outlined above will be made after its acceptance by the Contracting Officer.

1.7 OMITTED

1.8 ADDITIONAL WARRANTY REQUIREMENTS

1.8.1 Performance Bond

It is understood that the Contractor's Performance Bond will remain effective throughout the life of all warranties and warranty extensions. This paragraph is applicable to the Contractor's Warranty of Construction only and does not apply to manufacturer's warranties on equipment, roofing, and other products.

a. In the event the Contractor or his designated representative fails to commence and diligently pursue any work required under clause WARRANTY OF CONSTRUCTION of Section 00800 within a reasonable time after receipt of written notification pursuant to the requirements thereof, the Contracting Officer shall have a right to demand that said work be performed under the Performance Bond by making written notice on the surety. If the surety fails or refuses to perform the obligation it assumed under the Performance Bond, the Contracting Officer shall have the work performed by others, and after completion of the work, shall make demand for reimbursement of any or all expenses incurred by the Government while performing the work, including, but not limited to administrative expenses.

b. Warranty repair work which arises to threaten the health or safety of personnel, the physical safety of property or equipment, or which impairs operations, habitability of living spaces, etc., will be handled by the Contractor on an immediate basis as directed verbally by the Contracting Officer or his authorized representative. Written verification will follow verbal instructions. Failure of the Contractor to respond as verbally directed will be cause for the Contracting Officer or his authorized representative to have the warranty repair work performed by others and to proceed against the Contractor as outlined in the paragraph a. above.

1.8.2 Pre-Warranty Conference

Prior to contract completion and at a time designated by the Contracting Officer or his authorized representative, the Contractor shall meet with the Contracting Officer to develop a mutual understanding with respect to the requirements of the clause WARRANTY OF CONSTRUCTION of Section 00800. Communication procedures for Contractor notification of warranty defects, priorities with respect to the type of defect, reasonable time required for Contractor response, and other details deemed necessary by the Contracting

Officer or his authorized representative for the execution of the construction warranty shall be established/reviewed at this meeting.

In connection with these requirements and at the time of the Contractor's quality control completion inspection, the Contractor will furnish the name, telephone number and address of a licensed and bonded company which is authorized to initiate and pursue warranty work action on behalf of the Contractor. This single point of contact will be located within the local service area of the warranted construction, will be continuously available, and will be responsive to Government inquiry on warranty work action and status. This requirement does not relieve the Contractor of and of his responsibilities in connection with the clause WARRANTY OF CONSTRUCTION of Section 00800.

1.8.3 Equipment Warranty Identification Tags

The Contractor shall provide warranty identification tags on all equipment installed under this contract. Tags and installation shall be in accordance with the requirements of paragraph EQUIPMENT WARRANTY IDENTIFICATION TAGS.

1.9 EQUIPMENT WARRANTY IDENTIFICATION TAGS

1.9.1 General Requirements

The Contractor shall provide warranty identification tags on all Contractor- and Government-furnished equipment which he has installed.

1.9.1.1 Tag Description and Installation

The tags shall be similar in format and size to the exhibits provided by this specification, they shall be suitable for interior and exterior locations, resistant to solvents, abrasion, and to fading caused by sunlight, precipitation, etc. These tags shall have a permanent pressure sensitive adhesive back, and they shall be installed in a position that is easily (or most easily) noticeable. Contractor furnished equipment that has differing warranties on its components will have each component tagged.

1.9.1.2 Sample Tags

Sample tags shall be submitted to the Contracting Officer's authorized representative for his review and approval. These tags shall be filled out representative of how the Contractor will complete all other tags.

1.9.1.3 Tags for Warranted Equipment

The tag for this equipment shall be similar to the following. Exact format and size will be as approved by the Contracting Officer's authorized representative. The Contractor warranty expires (warranty expiration date) and the final manufacturer's warranty expiration dates will be determined as specified by the clause WARRANTY OF CONSTRUCTION of Section 00800.

EQUIPMENT WARRANTY

CONTRACTOR FURNISHED EQUIPMENT

MFG _____ MODEL NO. _____
SERIAL NO. _____
CONTRACT NO. _____
CONTRACTOR NAME _____
CONTRACTOR WARRANTY EXPIRES _____
MFG WARRANTY (IES) EXPIRE _____

EQUIPMENT WARRANTY
GOVERNMENT-FURNISHED EQUIPMENT

MFG _____ MODEL NO. _____
SERIAL NO. _____
CONTRACT NO. _____
DATE EQUIP PLACED IN SERVICE _____
MFG WARRANTY (IES) EXPIRE _____

1.9.1.4 Duplicate Information

If the manufacturer's name (MFG), model number and serial number are on the manufacturer's equipment data plate and this data plate is easily found and fully legible, this information need not be duplicated on the equipment warranty tag.

1.9.2 Execution

The Contractor will complete the required information on each tag and install these tags on the equipment by the time of and as a condition of final acceptance of the equipment. The Contractor will schedule this activity in the Contractor progress reporting system. The final acceptance inspection is scheduled based upon notice from the Contractor, thus if the Contractor is at fault in this inspection being delayed, the Contractor will, at his own expense, update the in-service and warranty expiration dates on these tags.

1.9.3 Payment

The work outlined above is a subsidiary portion of the contract work, and has a value to the Government approximating 5 percent of the value of the Contractor furnished equipment. The Contractor will assign up to that amount, as approved by the Contracting Officer's authorized representative.

1.9.4 Equipment Warranty Tag Replacement

Under the terms of this contract, the Contractor's warranty with respect to work repaired or replaced shall run for 1 year from the date of repair or replacement. Such activity shall include an updated warranty identification tag on the repaired or replaced equipment. The tag shall be furnished and installed by the Contractor, and shall be identical to the original tag, except that the Contractor's warranty expiration date will be 1 year from the date of acceptance of the repair or replacement.

1.10 INVENTORY OF CONTRACTOR FURNISHED AND INSTALLED EQUIPMENT

The Contractor shall develop and maintain an up-to-date list of all equipment installed under this contract. The list shall include but not be limited to equipment that require electrical power or fuel, or may require removal or replacement such as AHU's, fans, air conditioners, compressors, condensers, boilers, thermal exchangers, pumps, cooling towers, tanks, fire hydrants, sinks, water closets, lavatories, urinals, shower stalls, and any other large plumbing fixtures, light fixtures, etc. The list shall be reviewed periodically by the Government to insure completeness and accuracy. Partial payment will be withheld for equipment not incorporated in the list. Final list shall be turned over to the authorized representative of the Contracting Officer at the time of Contractor's quality control completion inspection.

1.10.1 Equipment Data

List shall include on each item as applicable: Description, Manufacturer, Model or Catalog No., Serial No., Input (power voltage, BTU, etc.), Output (power, voltage, BTU, tons, etc.). Size or Capacity (tanks), and net inventory costs; any other data necessary to describe item and shall list all warrantors and warranty periods for each item of equipment.

1.11 INVENTORY OF CONTRACTOR FURNISHED AND INSTALLED EQUIPMENT

A list of equipment or units of equipment that require electrical power or fuel, or may require removal or replacement such as AHU's, fans, air conditioners, compressors, condensers, boiler, thermal exchangers, pumps, cooling towers, tanks, fire hydrants, sinks, water closets, lavatories, urinals, shower stalls, and any other large plumbing fixtures, light fixtures, etc., shall be made and kept up to date as installed. The list shall be reviewed periodically by the Government to insure completeness and accuracy. Partial payment will be withheld for equipment not incorporated in the list. List shall include on each item as applicable: Description, Manufacturer, Model or Catalog No., Serial No., Input (power, voltage, BTU, etc.), Output (power, voltage, BTU, tons, etc.), Size or Capacity (tanks), and net inventory costs; any other data necessary to describe item and shall list all warrantors and warranty periods for each item of equipment. Final list shall be turned over to the authorized representative of the Contracting Officer at the time of the Contractor's quality control completion inspection.

1.12 INVENTORY OF GOVERNMENT-FURNISHED CONTRACTOR-INSTALLED EQUIPMENT (GF/CI)

A list of all GFE shall be developed for each task order under which GFE is furnished to the Contractor; and updated as necessary to reflect Task Order changes. Equipment items will be as defined under inventory of Contractor furnished equipment above and the list shall include, on each item, as applicable, the same information. The final list shall be turned over to the Contracting Officer's representative, at the time of the Contractor's quality control inspection.

IDIQ CONSTRUCTION/DESIGN BUILD CONTRACT, GA, SC, AND NC

DACA21-01-R-0025

PART 2 -PRODUCTS (Not Applicable)

PART 3 -EXECUTION (Not Applicable)

-- End of Section --